

**AMENDED AND RESTATED
LEASE AGREEMENT**

**[GSA STANDARD FORM SUPPLEMENTAL LEASE AGREEMENT
AND SF-2 PRECEDES THIS PAGE AND IS A PART OF THE LEASE]**

LEASE NO. GS-11B-LVA80671

Between

LCOR ALEXANDRIA L.L.C.,

Lessor

and

UNITED STATES OF AMERICA,

Tenant

For

U.S. Patent & Trademark Office, Alexandria, Virginia

(b) (6)

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**AMENDED AND RESTATED
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into by and between **LCOR ALEXANDRIA L.L.C.** ("Lessor") and the **UNITED STATES OF AMERICA**, (hereinafter sometimes referred to as the "Tenant" or sometimes referred to as the "Government"), acting by and through the Administrator of General Services, on the 11th day of December, 2001.

WITNESSETH:

WHEREAS, the Government conducted a competitive lease procurement to secure a lease of office and related space to serve as the headquarters of the United States Patent and Trademark Office pursuant to 10 USC §2305(a) and 40 CFR §570; and

WHEREAS, following the completion of and in accordance with the requirements of such competitive procurement, the Lessor and the Government entered into that certain Lease Agreement for the lease of office space by the Government to serve as the new headquarters for the United States Patent and Trademark Office dated June 1, 2000 (the "Original Lease"); and

WHEREAS, the Original Lease has been in full force and effect since the Award (as hereinafter defined); and

WHEREAS, the Lessor and the Government have agreed to various modifications and amendments to the Original Lease contemplated by the Original Lease or authorized by the "Changes" clause in Section 9.27 thereof; and

WHEREAS, the parties have agreed to enter into this Amended and Restated Lease Agreement which shall fully supercede the Original Lease.

WHEREAS, the Administrator of General Services (the "Administrator") as head of the United States General Services Administration (the "GSA") acting on behalf of the United States of America is authorized to lease the Leased Premises (as hereinafter defined) and has delegated authority to the Contracting Officer (as hereinafter defined) to enter into and execute this Lease on behalf of the Government; and

WHEREAS, the parties agree that Lessor shall construct the Buildings (as hereinafter defined), the parking garages and all other improvements contemplated by this Lease to be constructed on the Site (as hereinafter defined) pursuant to the terms of this Lease; and

WHEREAS, the parties hereto agree that the Initial Term (as defined herein) of this Lease shall be for a firm term of twenty (20) years; and

WHEREAS, the parties agree that the Government shall have the options to renew and extend the Lease Term following the Initial Term as set forth more fully herein; and

WHEREAS, the parties agree that the Government shall have the options to purchase the Facility (as hereinafter defined), as set forth more fully herein.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS / RULES OF CONSTRUCTION

1.1. Definitions of Words and Terms. For all purposes of Articles I through IX of this Lease (but not including the Schedules attached hereto), the following terms and phrases shall have the meaning set forth in this Section 1.1 regardless of whether such terms and phrases are capitalized (except to the extent capitalization is required by the definitions set forth below). Whenever there is a reference to the Tenant, General Services Administration, the GSA or the Government, such term shall be deemed to refer not only to such party, but also shall be deemed to collectively refer to the U.S. Patent & Trademark Office (the "USPTO") or any other agency or instrumentality of the United States Government which is the occupant at any time of all or a portion of the Leased Premises, but all covenants and obligations of Tenant hereunder are and shall continue to be general, full faith and credit obligations of the United States of America, not subject to the availability of appropriated funds.

Engineering Nomenclature			
AHU	air handling unit	HVAC	heating, ventilating and air conditioning
BAS	building automation system	kW	W x 1000
Btu	British thermal unit	IAQ	indoor air quality
Btuh	British thermal unit per hour	MCC	Motor Control Center
cfm	cubic feet per minute	MW	W x 1,000,000
CV	constant volume	NC	noise criteria
DX	direct expansion	psi	pounds per square inch
EMCS	energy management control system	lbs./SF	pounds per square foot
F	Fahrenheit	VAV	variable air volume
FACP	Fire Alarm Control Panel	VFD	variable frequency drive
FPS	feet per second	W	watts
gpm	gallons per minute	WLF	walkable linear feet
		°	degree

"10-Year Extension Term" shall have the meaning set forth in Section 2.3.

"5-Year Extension Term" shall have the meaning set forth in Section 2.3.

"Above GSA-Standard Fit-Out Sums" shall have the meaning set forth in Section 3.2(c).

"Accept" or "Acceptance" shall have the meaning set forth in Section 5.7.8.

"ADA" shall have the meaning set forth in Section 8.2.2.

"Administrator" shall have the meaning set forth in the recitals to this Lease (only if capitalized).

"APE" shall have the meaning set forth in Section 8.2.3.

"Applicable Law" and "Applicable Laws" means applicable law in force as of June 1, 2000, including without limitation, any federal, state, county, municipal or other governmental or quasi-governmental law, statute, ordinance, code, rule, regulation or requirement, and all judicial, administrative or other governmental, quasi-governmental or arbitration orders, injunctions, writs, judgments, decrees, rulings, or other directives, unless the same are stayed in accordance with Applicable Law. Whenever this Lease refers to the Government or a Government representative having the right to "approve" some action or status herein, the Government shall not be deemed to have made a determination that the subject matter being submitted for approval complies with Applicable Law.

"Appropriate Office of the State Employment Service System" shall have the meaning set forth in Section 9.32(a).

"Approved List" shall have the meaning set forth in Section 2.3.3(g) and 2.4.3(e).

"As-Built Drawings" shall have the meaning set forth in Section 5.8.4.

"ATS" shall have the meaning set forth in Section 8.11.3.

"Automatic Sprinkler System" shall have the meaning set forth in Section 7.7.1(a).

"Award" or "Lease award" means the creation of a binding lease between the parties hereto as of June 1, 2000.

"BAS" shall have the meaning set forth in Section 8.10.5.

"Base Building" shall have the meaning set forth in Section 2.5.1.

"Base Building Joint Use Requirements" shall have the meaning set forth in Section 8.1.2.

"Base Building Spaces" shall have the meaning set forth in Section 8.1.3.

"Base Building Construction Schedule" shall have the meaning set forth in Section 5.4.6(b).

"Base Building Standard Requirements" shall have the meaning set forth in Section 8.1.2.

"Base Rent" is that portion of rent to be paid by the Government for the Space Lease component of this Lease and shall be equal to the product of (i) the rentable square footage of the Leased Premises, as determined in accordance with Section 2.1.1 below (not to exceed 2,386,940) and (ii) Twenty-Four and 72/100 Dollars (\$24.72). Base Rent is exclusive of Service Agreement Rent.

"Base Year" shall have the meaning set forth in Section 2.6.4.

"BCC" shall have the meaning set forth in Section 8.13.1.

"BOCA" shall have the meaning set forth in Section 8.2.1.

"Bona Fide Agency" shall have the meaning set forth in Section 9.21(b).

"Bona Fide Employee" shall have the meaning set forth in Section 9.21(b).

"Budget" shall have the meaning set forth in Section 5.6.8.

"Building" or "Buildings" shall refer individually or collectively, as the context requires, to each building containing any portion of the Leased Premises, even if the Leased Premises are located in more than one building.

"Building A", "Building B", "Building C", "Building D" and "Building E" shall refer to each such building identified on Schedule 2.1.A.

"Building Floor Plans" shall mean those certain building floor plans which demonstrate the design and layout of the Leased Premises and are included as part of the Design Documents.

"Campus" shall mean the Facility, including, without limitation, the Campus Green. (See Schedule 1.1.1 attached hereto and made a part hereof.)

"Campus Green" shall mean that open-spaced area as further described in Section 8.4.6 and depicted and shown on Schedule 8.4.6 attached hereto and made a part hereof and commonly known as "Dulany Gardens".

"Capital repair and replacement" means a repair, replacement or improvement made to the Leased Premises the useful life of which is two years or greater and the cost of which is not less than Five Thousand Dollars (\$5,000) and which is required to be capitalized (rather than expensed) consistent with generally accepted accounting principles.

"CCTV" shall have the meaning set forth in Section 8.13.1.

"CDs" shall have the meaning set forth in Section 5.6.7(a).

"Certification" shall have the meaning set forth in Section 5.7.11.

"City" shall have the meaning set forth in Section 2.1.

"Claim" shall have the meaning set forth in Section 9.29(c).

"Code" shall have the meaning set forth in Section 8.2.1.

"Commencement Date" shall have the meaning set forth in Section 5.7.9.

"Common Areas" shall mean any and all of the following areas, improvements and facilities to the extent part of, located on or situated in the Site or Facility, including, without limitation, entrances and exits, landscaped areas, loading areas, pedestrian walkways, roadways, sidewalks, atriums,

courtyards, concourses, stairwells, ramps, restrooms and lounges, egress hallways and corridors, lobbies, elevators and elevator lobbies. Common Areas shall not include the Occupiable Space, the Campus Green, the garages, the office townhouses, the Building penthouses, mechanical and electrical closets and transformer vaults. The parties acknowledge that certain Common Areas shall be for the exclusive use of the Tenant for security reasons, as set forth herein in more detail.

"Composite Acceptance Date" shall have the meaning set forth in Section 5.7.10.

"Construction Manager" shall have the meaning set forth in Section 5.4.3.

"Construction Schedule" shall have the meaning set forth in Section 5.4.6(c).

"Contingent Fee" shall have the meaning set forth in Section 9.21(b).

"Contract" and "Contractor" means "Lease" and "Lessor," respectively (only if capitalized).

"Contracting Officer" or "CO" means the person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Government. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated in writing by the Contracting Officer. The initial CO for the purposes of this Lease shall be James Smale.

"COR" means the Contracting Officer Representatives designated in writing by the CO, as more fully defined in Section 6.5.2(f).

"Cost Estimate" shall have the meaning set forth in Section 5.6.8.

"Cost of Living Index" shall have the meaning set forth in Section 2.7.2.

"DCP" shall have the meaning set forth in Section 6.4.3(b).

"Day" shall mean a calendar day, unless there is an express reference to a "working day," which shall mean and reference Monday through Friday, except for U.S. Government declared holidays or days on which the U.S. Government operating in Washington, D.C. closes due to inclement weather or other unforeseen circumstances.

"Delay" shall have the meaning set forth in Section 5.7.12 (only if capitalized).

"Delivery Date" means the date specified in or determined pursuant to the provisions of this Lease for delivery of all or any portion of the Leased Premises to the Government, improved in accordance with the provisions of this Lease and substantially complete, as such date may be modified in accordance with the provisions of this Lease.

"Delivery Schedule" shall have the meaning set forth in Section 2.5.3.

"Delivery Time" means the number of days provided by this Lease for delivery of all or any portion of the Leased Premises to the Government, as such number of days may be modified in accordance with the provisions of this Lease.

"Design Documents" means the design development drawings, related specifications and miscellaneous drawings described on Schedule 1.1.2 attached hereto, together with the Government's comments thereto and the Lessor's response to such comments, both of which are attached to and made a part of Schedule 1.1.2.

"Development Plan" shall have the meaning set forth in Section 5.4.1.

"DIDs" shall have the meaning set forth in Section 5.6.6.

"EFT" shall have the meaning set forth in Section 3.4.2(a).

"EMCS" shall have the meaning set forth in Section 8.10.5.

"Emergency Service Calls" shall have the meaning set forth in Section 6.8.2(a).

"Employment Openings" shall have the meaning set forth in Section 9.32(a).

"EP" shall have the meaning set forth in Section 6.4.3(b).

"EPA" shall have the meaning set forth in Section 6.10.3.

"EPS" shall have the meaning set forth in Section 8.11.3.

"Equivalent Level of Safety" shall have the meaning set forth in Section 7.7.1(b).

"Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (i) acts of God or of the public enemy, (ii) acts of the United States of America in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

"Expiration" shall have the meaning set forth in Section 2.3.3(a) and 2.4.3(a).

"Extended Hours" shall have the meaning set forth in Section 6.6.1(b)(4).

"Extension Option" shall have the meaning set forth in Section 2.3.

"Extension Term" shall have the meaning set forth in Section 2.3.

"Facility" is the collective reference to the Site, the Leased Premises, all portions of the Buildings, all parking areas on the Site, all landscaping, site roadways, pedestrian passageways and other portions of the Site, together with all utilities (to the extent not owned by any public utility company), mechanical systems, fixtures and equipment located on the Site (only if capitalized).

"Facility Manager" shall have the meaning set forth in Section 6.6.1(b)(3).

"FACP" shall have the meaning set forth in Section 7.9.4.

"Fair Annual Rent" shall have the meaning set forth in Section 2.3.2.

"Fair Market Value" shall have the meaning set forth in Section 2.4.2.

"FCC" shall have the meaning set forth in Section 8.13.1.

"Final Environmental Impact Statement" shall have the meaning set forth in Section 2.10.

"Financial Closing" shall have the meaning set forth in Section 5.1.1(a).

"Fit-Out" shall have the meaning set forth in Section 2.5.1.

"Fit-Out Allowance" shall have the meaning set forth in Section 2.5.1.

"Fit-Out Construction Schedule" shall have the meaning set forth in Section 5.4.6(c).

"Fixed Purchase Price" shall have the meaning set forth in Section 2.4.2.

"Fixed Rental Rate" shall have the meaning set forth in Section 2.3.2.

"Fully Loaded" as used in Schedule 5.6.10 is an economic term meaning that the labor costs referred to therein include all insurance and other fringe benefits, all social security, worker's compensation and other withholdings and all federal, state and local employment and other taxes.

"GAAP" shall have the meaning set forth in Section 1.2(c).

"Government" shall have the meaning set forth in the Preamble.

"Government Delay" shall have the meaning set forth in Section 5.7.11.

"Government Equipment" shall have the meaning set forth in Section 6.8.5.

"GSA" shall have the meaning set forth in the recitals to this Lease.

"Hazardous Materials" shall have the meaning set forth in Section 7.4.

"IAQ" shall have the meaning set forth in Section 7.14.3.

"Improper Influence" shall have the meaning set forth in Section 9.21(b).

"Independent" when used in the context of independent HVAC or an independent HVAC system shall mean that the portion of the Leased Premises in question shall be served by a separate AHU, computer room air conditioning unit or fan cool unit, as the case may be, serving only the portion of the Leased Premises in question. The cooling tower(s) and chiller(s) serving such separate and dedicated AHUs, computer room air conditioning units or fan coil units may serve all or any other

INITIALS:

portion of the Leased Premises in the Building in which the portion of the Leased Premises served by the independent HVAC system is located. Performance requirements for all independent HVAC systems shall not be diminished by combined or shared usage of cooling tower(s), chiller(s), duct and pipe risers, humidification systems, fresh air intakes or air exhausts.

"Initial Deposit" shall have the meaning set forth in the definition of "Service Reserve Account."

"Initial Term" shall have the meaning set forth in Section 2.2.

"ITEPS" shall have the meaning set forth in Section 8.11.3.

"Joint Use Space(s)" shall have the meaning set forth in Section 8.15.

"Kickback" shall have the meaning set forth in Section 9.22(a).

"LAN Room" shall have the meaning set forth in Section 8.12.4.

"Lease" means this Amended and Restated Lease Agreement containing 198 pages, the completed SF-2 which precedes this written lease agreement, the completed supplemental lease agreement which precedes the SF-2, all schedules and exhibits referenced herein and attached hereto, and all documents and drawings expressly incorporated herein by reference.

"Leased Premises" shall have the meaning set forth in Section 2.1.

"Lease Term" shall have the meaning set forth in Section 2.3.

"Lease Year" shall have the meaning set forth in Section 5.7.9.

"Lessor" means LCOR Alexandria L.L.C. or any permitted successor or assign of LCOR Alexandria L.L.C.

"Lessor Delay" shall have the meaning set forth in Section 5.7.11.

"Lessor's Lender" means any financial institution or trustee which is the holder of a first mortgage, deed of trust or other security instrument that constitutes a lien on all or a portion of Lessor's interest in the Leased Premises, or any other security interest in or assignment of this Lease or the Rent hereunder. Lessor's Lender may appoint, in writing, a master servicer, surety, escrow agent or other individual or entity serving in a similar capacity to act for it (herein, the "Master Servicer") and in such case, the Master Servicer shall be considered the Lessor's Lender for the purposes of this Lease.

"Lessor shall provide" or "shall be provided by Lessor" means the Lessor shall furnish and install at Lessor's expense. The use of similar terms such as "Lessor shall design", "Lessor shall construct", or "Lessor is responsible for" and the direct or indirect statement of a requirement for all or any portion of the Facility such as "access roadways and service drives shall be paved" or "ductwork shall be sized using the balanced pressure method" shall only imply that the Lessor is responsible to design and construct the Facility in accordance with such requirement; the responsibility for the cost of all such items shall be based on whether such item is part of the Base Building or part of the Fit-Out, which shall be determined in accordance with the terms and provisions of this Lease.

"Listed Materials" shall have the meaning set forth in Section 7.4.

"MAI Appraiser" shall have the meaning set forth in Section 2.3.3(c).

"Main Entrance" is the single, monumental exterior public entrance to the entire Facility, as such Main Entrance is further described in Section 8.4.9.

"Master Servicer" means an entity appointed or approved by Lessor's Lender to receive all rents due under this Lease, and further to disburse or escrow such rents in accordance with the terms of this Lease and/or any loan agreements.

"MDF" shall have the meaning set forth in Section 8.12.3.

"Minimum Initial Equity Requirement" shall have the meaning set forth in Section 5.7.11.

"MOA" shall have the meaning set forth in Section 5.1.1(n).

"MSDS" shall have the meaning set forth in Section 6.15.4.

"NC" shall have the meaning set forth in Section 8.9.6.

"NFPA" shall have the meaning set forth in Section 7.5 and 8.2.1.

"Non-capital repair or replacement" means a repair, replacement or improvement made to the Leased Premises which is not a capital repair and replacement.

"Normal Working Hours" shall have the meaning set forth in Section 6.4.1.

"Notice" means a writing sent by one party to this Lease to the other to advise it of any matter or matters pertaining to or involving this Lease or the implementation of the terms hereof. Notices shall be effective on the date delivery is accepted or refused.

"Notice to Proceed" shall have the meaning set forth in Section 5.7.1.

"OCC" shall have the meaning set forth in Section 8.13.1.

"Occupiable Space" shall have the meaning set forth in Section 2.1.2.

"OEP" shall have the meaning set forth in Section 6.4.3(b).

"OFCCP" shall have the meaning set forth in Section 9.31(b)(8).

"Offeror" means the Lessor.

"On-Site Supervisor" shall have the meaning set forth in Section 6.6.1(b)(4).

"Operating Costs" shall have the meaning set forth in Section 2.7.6.

"Operating Services" means all services, insurance, maintenance, utilities, non-capital repairs and replacements and property management obligations, as specified in this Lease, for which the Lessor is responsible in accordance with the Service Agreement portion of this Lease.

"Optioned Property" shall have the meaning set forth in Section 2.3.1.

"Options" shall have the meaning set forth in Section 2.4.

"OSHA" shall have the meaning set forth in Section 7.12.

"Parking/Townhouse Lease" shall have the meaning set forth in Section 4.1.3.

"Person" shall have the meaning set forth in Section 9.22(a).

"PLCS" shall have the meaning set forth in Section 8.11.6.

"PM" shall have the meaning set forth in Section 6.2.2(a) and 6.11.

"POR" shall have the meaning set forth in Section 5.2.1.

"Positions that will be filled from within the Contractor's organization" shall have the meaning set forth in Section 9.32(a).

"PPC" shall have the meaning set forth in Section 8.13.1.

"PPM" shall have the meaning set forth in Section 7.14.2.

"PPS" shall have the meaning set forth in Section 8.13.1.

"Prime Contract" shall have the meaning set forth in Section 9.22(a).

"Prime Contractor" shall have the meaning set forth in Section 9.22(a).

"Prime Contractor Employee" shall have the meaning set forth in Section 9.22(a).

"Program Verification" shall have the meaning set forth in Section 5.6.3.

"Project Budget" shall have the meaning set forth in Section 5.1.1(a).

"Project Delay" shall have the meaning set forth in Section 5.7.11.

"Project Financing" means that certain lease revenue bond financing intended to fund the design and construction of the Facility with Lessor, as issuer, Lehman Brothers, Inc., as placement agent, and Bankers Trust Company, as indenture trustee (referred to herein as "Lessor's Lender"); provided, however, the term "Project Financing" shall not include any full or partial refinancings thereof.

"Project Financing Documents" shall have the meaning set forth in Section 5.1.1(o).

"Project Savings" shall have the meaning set forth in Section 5.7.11.

"Project Schedule" shall have the meaning set forth in Section 5.4.6(a).

"Project Team" shall have the meaning set forth in Section 5.4.2.

"Punchlist Items" shall have the meaning set forth in the definition of "Substantially Complete."

"Purchase Option" shall have the meaning set forth in Section 2.4.

"Purchase Option Date" shall have the meaning set forth in Section 2.4.1.

"Purchase Price" shall have the meaning set forth in Section 2.4.3(g).

"Record Drawings" shall have the meaning set forth in Section 5.7.5.

"Rent" means the aggregate of all Base Rent and all Service Agreement Rent paid from time to time under this Lease.

"Required Delivery Dates" shall have the meaning set forth in Section 5.4.6(a).

"Right of First Offer" shall have the meaning set forth in Section 2.4.7.

"Routine Service Calls" shall have the meaning set forth in Section 6.8.2(c).

"SCC" shall have the meaning set forth in Section 8.13.1.

"Schedule Milestone" shall have the meaning set forth in Section 5.4.6(a).

"Scope of Work" shall have the meaning set forth in Section 5.6.10.

"Service Agreement" means Sections 2.7.5 and 2.13 and Articles V, VI and VII and the provisions of Article I and Article IX applicable to the interpretation and implementation of Sections 2.7.5 and 2.13 and Articles V, VI and VII of this Lease which addresses the Lessor's obligations and covenants to furnish the Operating Services. The Service Agreement is made in consideration of the Government's obligation to pay the Service Agreement Rent.

"Service Agreement Rent" is that portion of rent to be paid by the Government for the Operating Services and during the first year of the Lease Term shall be equal to the product of (i) the rentable square footage of the Leased Premises, as determined in accordance with Section 2.1.1 below (not to exceed 2,386,940) and (ii) Three and 64/100 Dollars (\$3.64). Service Agreement Rent is exclusive of and in addition to Base Rent. Service Agreement Rent is subject to adjustment during the term of this Lease as provided herein.

"Service Reserve Account" means an account into which shall be deposited by Lessor prior to or on the Commencement Date, a sum equal to ten percent (10%) of the annual Base Rent, determined in

accordance with Section 2.1.1 below (the "Initial Deposit"), and which shall be administered in accordance with Section 3.5 and other provisions of this Lease.

"SFO" means that certain Solicitation for Offers No. 96.004, as amended by Amendments One through Fourteen (together with all schedules, exhibits, appendices and other attachments thereto). The term SFO is defined for reference to the document only and the SFO is not made a part of or incorporated in this Lease.

"Shop Drawing Submissions" shall have the meaning set forth in Section 5.7.3.

"Site" shall have the meaning set forth in Section 2.1 (only if capitalized).

"Site Improvements" shall have the meaning set forth in Section 2.5.2.

"Site Plan" means that certain preliminary site layout attached hereto and made a part hereof as Schedule 2.1.A (only if capitalized).

"Small Business Concern" shall have the meaning set forth in Section 9.37(c).

"Small Business Concerns Owned and Controlled by Women" shall have the meaning set forth in Section 9.37(d).

"Space Analysis" shall have the meaning set forth in Section 5.6.3.

"Space Lease" means that portion of this Lease which addresses (i) the Lessor's obligations and covenants to provide the Government with exclusive use and enjoyment of the Leased Premises and to provide any and all capital repairs and replacements to the Facility for the entire Lease Term, except as otherwise set forth in Section 6.5.2 of this Lease, (ii) the Lessor's obligation to pay real estate taxes, as provided in this Lease subject to the Government's continuing obligation to reimburse the Lessor for increases in real estate taxes in accordance with Section 2.6 below, and (iii) the Lessor's obligation after the Initial Term to provide the extension and purchase options under Sections 2.3 and 2.4 of this Lease. The Space Lease is made in consideration of the Government's obligation to pay the Base Rent.

"Space Plans" shall have the meaning set forth in Section 5.6.5.

"Special Servicer" means an entity appointed by Lessor's Lender or Master Servicer imbued with authority to provide services or cure deficiencies in the event of a Lessor default, or at such earlier times as the Lessor and Lessor's Lender may agree.

"Square Feet" shall mean occupiable square feet unless otherwise expressly noted herein. In performing engineering calculations under this Lease, references to "square feet" shall mean 144 square inches.

"Standard Test" shall have the meaning set forth in Section 7.15.2.

"STC" shall have the meaning set forth in Section 8.9.5.

"Stage" shall have the meaning set forth in Section 5.2.2.

"Subcontract" shall have the meaning set forth in Section 9.22(a).

"Subcontractor" shall have the meaning set forth in Section 9.22(a).

"Subcontractor Employee" shall have the meaning set forth in Section 9.22(a).

"Substantially Complete" and "Substantial Completion" means that (i) the portion of the Leased Premises in question and (ii) all other areas of the applicable Building and all other improvements to be constructed on the Site necessary for the Government's access to the portion of the Leased Premises in question and necessary for the Government's occupancy, possession, use and enjoyment thereof, including the necessary parking facilities and Building systems, as provided in this Lease, have been completed or obtained, excepting only such minor matters (hereinafter, "Punchlist Items") as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. "Substantial Completion" also includes functionally operational critical support systems for the portion of the Leased Premises in question, including conduit/wire distribution system for voice/data and security (inter and intra Building(s)), 24-hour HVAC (connected to the then-existing portion of the Campus loop) on the Building's emergency power system (Buildings B, C, D, E) and a dedicated HVAC EPS in Building A, full (dual feeds) electrical power and ITEPS back-up, as further set forth in Section 8.11.3.

"Telephone Room" shall have the meaning set forth in Section 8.12.4.

"Tenant" shall have the meaning set forth in the Preamble.

"Tenant Energy Costs" shall have the meaning set forth in Section 2.7.1.

"Total Project Costs" shall have the meaning set forth in Section 5.1.1(a).

"TWA" shall have the meaning set forth in Section 7.14.2.

"UFAS" shall have the meaning set forth in Section 8.2.2.

"Unit Price Agreement" shall have the meaning set forth in Section 5.8.7(a).

"Universal Plan" shall have the meaning set forth in Section 5.6.4.

"UPS" shall have the meaning set forth in Section 6.9.1.

"Urgent Service Calls" shall have the meaning set forth in Section 6.8.2(b).

"USPAP" shall have the meaning set forth in Section 2.3.4(a).

"USPTO" shall have the meaning set forth in the first paragraph of this Section 1.1.

"VAV" shall have the meaning set forth in Section 8.10.3.

"VOCs" shall have the meaning set forth in Section 8.10.2.a.

1.2. Rules of Construction. For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires:

- (a) This Lease shall not be construed more strictly against Tenant than against Lessor merely by virtue of the fact that the same has been prepared by Tenant and its advisors, it being recognized that Lessor and Tenant have each contributed substantially and materially to the amendment and restatement of this Lease.
- (b) The terms defined herein include the plural as well as the singular.
- (c) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all accounting computations herein provided for must be made, in accordance with generally accepted accounting procedures, consistently applied ("GAAP").
- (d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.
- (f) The Articles and section headings herein are for convenience only and shall not affect the interpretation hereof.
- (g) All references herein to any party or person shall include all such party's or person's permitted successors and assigns.
- (h) Wherever used, the words "including" or "included" shall be deemed followed by the phrase "without limitation."
- (i) The Design Documents are intended to show the parties' understanding and interpretation of the design and construction standards and requirements of this Lease; however, in the event of any conflict between the terms and provisions of the Design Documents and the provisions of this Lease, the provisions of this Lease (without regard to the Design Documents) shall govern and control.

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ARTICLE II

LEASE OF PREMISES

2.1. Leased Premises. Lessor hereby leases to Tenant and Tenant hereby leases from Lessor, upon and subject to the terms and conditions of this Lease, for the term set forth herein, the entire rentable and occupiable area (the "Premises" or the "Leased Premises") of five (5) Buildings to be constructed in accordance with the terms and conditions of this Lease, which Buildings shall be generally located as shown on Schedule 2.1.A, together with reserved parking spaces for twenty-five (25) vehicles, all to be located on that certain parcel of real property (the "Site") containing approximately 14.77968 acres located in the City of Alexandria, Virginia (the "City") which is depicted and described in Schedule 2.1.B attached hereto and made a part hereof. The Leased Premises shall constitute the entire leasable area of the Buildings, and Lessor acknowledges that Tenant is the only tenant leasing and occupying the Leased Premises. The Leased Premises shall contain a minimum of 2,235,164 rentable square feet (yielding approximately 1,989,116 occupiable square feet) of office and related space, subject to final measurement. Tenant shall have the non-exclusive right, together with Lessor, and Tenant's agents, invitees, licensees and other guests, to use the Common Areas.

2.1.1. Rentable Square Footage/Rent. Tenant shall be charged Rent based upon the actual rentable square footage of the Leased Premises at a rate of Twenty-Eight and 36/100 Dollars (\$28.36) per rentable square foot per annum (payable in equal monthly installments in arrears), allocated Twenty-Four and 72/100 Dollars (\$24.72) to Base Rent and Three and 64/100 Dollars (\$3.64) to Service Agreement Rent, subject to adjustment in accordance with the terms and conditions of this Lease. Within sixty (60) days of approval by the Government of the CD's for the final phase of construction of the Leased Premises, Lessor will certify to the Government the amount of rentable square footage of the Leased Premises, which certification shall be accompanied by appropriate CAD files and other back-up information. Within one hundred twenty (120) days following Lessor's delivery to the Government of As-Built Drawings, in accordance with the requirements set forth in Section 5.8.4 below, for the final phase of the Leased Premises (such date being the "Due Date"), the Government may, at its option, elect to re-measure the Leased Premises. If the Government re-measures the Leased Premises and makes an initial determination that the Leased Premises contain less rentable square footage than previously certified by the Lessor, the parties shall work together to attempt to determine the final agreed actual rentable square footage of the Leased Premises. Any dispute regarding the actual measurement of the Leased Premises shall be resolved in accordance with Section 9.29 below. The Government shall continue to pay Rent in accordance with Lessor's initial certification of the rentable square footage of the Leased Premises until final resolution of the actual rentable square footage. If the final resolution of the actual rentable square footage results in a number less than the square footage certified by the Lessor, the Rent shall be adjusted accordingly on a going-forward basis and the Government shall receive a credit against the next Rent payments due in the amount of any excess Rent already paid. If the Government does not provide to Lessor by the Due Date written notice of an initial determination that the actual rentable square footage is less than that certified by the Lessor, the Government shall be deemed to have accepted the Lessor-certified measurement for all purposes under this Lease. The final determination of the rentable square footage by the Lessor and the Government shall be based on measurement standards developed by the Greater Washington Association of Realtors (1995 edition), the final as-built

plans and specifications for the Leased Premises or portion thereof, and on-site inspection of such space to assess conformance to such plans and specifications. In no event shall the Government be obligated to use, occupy or pay for rentable square footage in excess of 2,386,940 rentable square feet. The rentable square footage shall include all areas available for occupancy by the Tenant and building support areas such as entrance and elevator lobbies, building corridors and service areas such as restrooms, janitor rooms, telephone rooms, electrical rooms and mechanical rooms. The rentable square footage shall not include vertical building penetrations and their enclosing walls (i.e., stairs, elevator shafts and vertical ducts).

2.1.2. Occupiable Space. Occupiable space ("Occupiable Space") is that portion of rentable square footage that is available for a tenant's personnel, equipment, and furnishings and does not include roof or penthouse areas. The Occupiable Space shall be determined as follows:

(a) Compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least fifty percent (50%) of the length of exterior walls.

(b) In all measurements, make no deductions for columns and projections enclosing the structural elements of the Building and deduct the following from the gross area, including their enclosing walls:

- (1) toilets and lounges,
- (2) stairwells,
- (3) elevator shafts,
- (4) building equipment and service areas,
- (5) entrance and elevator lobbies,
- (6) stacks and shafts, and
- (7) corridors in place or required by local codes and ordinances and/or required by the Government to provide an acceptable level of safety and/or to provide access to all essential Building elements. (Corridors deducted to determine Occupiable Space may or may not be separated by ceiling high partitions).

2.1.3. Location Amenities. Attached hereto as Schedule 2.1.3, is an amenities plan showing the locations and types of amenities available in relative proximity to the Facility as of the date shown on such Schedule. Lessor agrees that it shall not impede the development of any other amenities in areas surrounding the Site that will benefit the Facility. Lessor further agrees to use reasonable efforts to locate other restaurants, retail shops, drug stores, cleaners, banks, and other appropriate amenities in buildings, if any, under the control of Lessor or Lessor's affiliates and located adjacent to or in immediate proximity to the Facility.

2.1.4. Office Townhouses. Lessor shall have the right at its sole cost and expense to construct multi-story office townhouses along John Carlyle Street and Elizabeth Lane backing up on the parking garages (and without direct access to such parking garages) and to lease such office townhouses to third-party tenants. If constructed, such office townhouses shall not be considered part of the Leased Premises or Common Areas for the purposes of this Lease. However, all office townhouses adjacent to John Carlyle Street shall be considered part of the Optioned Property if the Government exercises its Purchase Option as to at least Buildings A and C, and all office townhouses adjacent to Elizabeth Lane shall be considered part of the Optioned Property if the Government exercises its Purchase Option as to at least Buildings A and B.

2.2. Initial Term. The initial term of this Lease (the "Initial Term") shall be twenty (20) years firm, beginning on the Commencement Date (as hereinafter defined) and ending at 12:00 a.m. midnight on the twentieth (20th) anniversary of the day before the Commencement Date. After the Financial Closing, the Tenant may not terminate this Lease for any reason during the Initial Term or any Extension Term for which the Government exercised its Extension Option, except pursuant to Section 9.17 hereof.

2.3. Renewal Term/Extension Option. Tenant shall have the right (individually, an "Extension Option" and collectively, the "Extension Options"), at Tenant's option, to extend the Initial Term for up to two (2) additional periods of ten (10) years each (each such additional 10-year term being a "10-Year Extension Term"), or three (3) additional periods of five (5) years each (each such additional 5-year period being a "5-Year Extension Term"; any one (1) of the 10-Year Extension Terms or any of the 5-Year Extension Terms being occasionally hereinafter referred to as an "Extension Term") or various allowed combinations thereof which are, (i) two ten year options, (ii) one ten year option followed by one five year option, (iii) two five year options followed by one ten year option, or (iv) two five year options followed by a third five year option. Unless otherwise specifically noted herein, references hereinafter to the "Lease Term" shall mean the Initial Term plus the Extension Term.

2.3.1. Optioned Property. Tenant may exercise its Extension Options, as well as its Purchase Option(s) described in Section 2.4, for all or a designated portion of the Leased Premises (the "Optioned Property"). In the case of the Purchase Option(s), the term, "Optioned Property" shall also include, without limitation, all parking areas in the garages, easements, access rights, amenities and other related and necessary rights and benefits which shall be reasonably identified by Tenant as the subject of such Purchase Option and which shall not render the balance of the Leased Premises unmarketable. In no event shall the Optioned Property designated in any Extension Option or in any Purchase Option be less than whole Building increments. In the event that the Government exercises its Purchase Option to purchase fewer than all Buildings, the Government shall pay for separate meters for energy utilities in each remaining Building. In the case of a Purchase Option, the Optioned Property designated shall include: (i) the fixtures and Lessor's personal property located in such Building(s) and (ii) the parking areas in the garages, easements and other appurtenances reasonably necessary for the use and enjoyment of such Building(s).

2.3.2. Renewal Term Rental Rates. The parties hereto agree that if Tenant chooses to exercise any of its Extension Options, the level rental rate for the Optioned Property

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throughout the applicable Extension Term will be, (i) for the Extension Options applicable to years 21 – 30 of the Lease Term, the fixed rental rate ("Fixed Rental Rate") set forth below on a per rentable square foot basis or (ii) for the Extension Options applicable to years 31 – 40 of the Lease Term, ninety-five percent (95%) of the then-current market rental rate ("Fair Annual Rent") at the beginning of such term, as such Fair Annual Rent is determined in accordance with the appraisal procedure described below.

	<u>Fixed Rental Rate</u> (prsf)
(a) 10-year Extension Term:	\$34.3799
OR	
(b) first 5-year Extension Term:	\$35.3799
(c) second 5-year Extension Term:	\$35.3799

During any Extension Term, the amount of rent allocated to Base Rent and Service Agreement Rent shall be as determined in Section 2.3.5 below, subject to an agreed minimum Base Rent amount of \$27.79 per rentable square foot. Further, if the Government shall have taken over and will be responsible for Operating Services during any such Extension Term, then the Service Agreement Rent portion of such renewal rent amount will not be payable during such Extension Term.

2.3.3. Extension Option Appraisal Procedure/Notice Requirements. The Lessor and Tenant shall employ the procedure and timetable described below to provide notices regarding the Extension Options, including Extension Options applicable to years 31 – 40 of the Lease Term, provided that subsections (c) - (i) shall apply only to the computation of the applicable Fair Annual Rent for Extension Options for years 31 through 40.

(a) Not later than eight hundred (800) days before the expiration of the Initial Term or the then current Extension Term (for the purposes of this Section 2.3.3(a), the "Expiration"), the Lessor shall deliver to Tenant a notice which informs Tenant of its rights to the Extension Options as set forth herein and which repeats the Fixed Rental Rates set forth above for the subsequent Extension Term or Terms which Tenant might choose (i.e., after the Initial Term, Tenant might choose to exercise an option for either the 10-Year Extension Term or for the first 5-Year Extension Term). Delay by the Lessor in providing such notice shall result in a corresponding extension to the time period described in Section 2.3.3(b) below and all subsequent time periods described herein.

(b) If for an Extension Option applicable to years 21 – 30 of the Lease Term, not later than seven hundred thirty (730) days before the Expiration, Tenant shall send to Lessor written notice indicating that Tenant is exercising the Extension Option and specifying the Optioned Property and, if more than one such Extension Option is then available, the term of such Extension Option. If Tenant does not send any such written notice, Tenant shall be deemed to have elected not to exercise any Extension

Option. If for an Extension Option applicable to years 31 – 40 of the Lease Term, not later than seven hundred thirty (730) days before the Expiration, Tenant shall send to the Lessor notice of its intention to consider the possible exercise of its Extension Options as to identified Optioned Property and for an identified Extension Term or Terms. (If Tenant does not exercise an Extension Option at any particular Expiration for the entire Leased Premises, it shall have no further Extension Options for any portion of Leased Premises for which it does not exercise an Extension Option (i.e., if Tenant exercises an Extension Option for four Buildings only, then it shall have no further Extension Options for the fifth Building at the expiration of the Initial Term or then current Extension Term, as applicable).)

(c) Not later than six hundred fifty-five (655) days before the Expiration, Tenant and the Lessor shall have engaged two (2) separate MAI Appraisers to determine the level Fair Annual Rent(s) for the Optioned Property for the identified Extension Term(s), in accordance with such assumptions as are set forth below, and (ii) both Tenant and the Lessor shall have received their respective appraisals for such property. An "MAI Appraiser" shall mean a high quality appraiser who is a certified member of the American Institute of Real Estate Appraisers, who is experienced in the appraisal of commercial real estate in the Washington Metropolitan area, and who meets all local certification and licensing requirements then in effect.

(d) Not later than six hundred fifty (650) days before the Expiration, the Lessor shall deliver to Tenant a copy of its appraiser's determination of the level Fair Annual Rent(s) for the Optioned Property throughout the specified Extension Term(s).

(e) Tenant may, at its option, choose to allow the Lessor's appraisal to establish the Fair Annual Rent(s) for the subject property. In such case, Tenant shall notify the Lessor of such fact, and the parties shall proceed to Section 2.3.3(i) below in assessing the applicable Extension Option. If, on the other hand, Tenant, at its option, chooses not to allow the Lessor's appraisal to establish the Fair Annual Rent(s) Tenant shall deliver to the Lessor a copy of Tenant's appraisal, not later than six hundred forty (640) days before the Expiration.

(f) If the parties negotiate and agree to the Fair Annual Rent(s) and have executed a written agreement establishing same on or before six hundred twenty-five (625) days before the Expiration, said rental rate shall be the Fair Annual Rent(s) hereunder.

(g) If the parties have failed to execute such an agreement by said date, either party may immediately notify the two appraisers, who shall then choose a third MAI Appraiser and notify the Lessor and Tenant of such choice. Each party shall bear the cost of its appointed appraiser and shall share equally the cost of the third MAI Appraiser. If the two appraisers cannot agree on the choice of a third MAI Appraiser and notify the parties thereof six hundred twenty (620) days before the Expiration, the parties shall agree on a third MAI Appraiser pursuant to the following procedure: each of Tenant and the Lessor shall deliver to the other party, not later than six hundred ten (610) days before the Expiration, a list of five MAI Appraisers. From each party's list, the other party shall choose three appraisers, and this total of six MAI Appraisers shall comprise an "Approved List". If the parties cannot agree, no

later than six hundred (600) days before the Expiration, on a third appraiser from the Approved List, an independent arbitrator appointed by the President of the local chapter of the Appraisal Institute (or if such organization is no longer in existence, the head of the local branch of a national real estate appraising organization) shall choose the third MAI Appraiser from the Approved List, on or before five hundred eighty-five (585) days before the Expiration.

(h) Not later than five hundred forty (540) days before the Expiration, the third MAI Appraiser shall determine the Fair Annual Rent(s) for the Optioned Property, with such assumptions as are set forth below, by selecting as such Fair Annual Rent either (i) the Fair Annual Rent(s) proposed by Tenant's MAI Appraiser in its appraisal, or (ii) the Fair Annual Rent(s) proposed by the Lessor's MAI Appraiser in its appraisal, and submitting such determination to each party in writing. Such Fair Annual Rent for the specified Extension Term, as determined by the third MAI Appraiser in accordance with the above, shall be the Fair Annual Rent for the Optioned Property throughout such Extension Term for all purposes hereunder.

(i) Not later than four hundred eighty (480) days before the Expiration, Tenant will send written notice to the Lessor regarding whether Tenant has determined to either (i) elect to exercise an Extension Option, or (ii) elect to not exercise any Extension Option. If Tenant does not send any such written notice, Tenant shall be deemed not to have elected to exercise any Extension Option. If Tenant elects to exercise an Extension Option, its written notice will specify which Extension Term it has chosen to exercise for the specified Optioned Property (either the 10-Year Extension Term or a 5-Year Extension Term).

(j) If Tenant elects not to exercise an Extension Option, the parties agree to fairly and reasonably negotiate, for a period not longer than twelve (12) months after such election, an interim lease agreement for the Leased Premises until Tenant can award a lease contract under a separate procurement. The Rent for such interim lease period shall not be less than the greater of (i) the Rent for the first 5-year Extension Option as set forth in Section 2.3.2 above or (ii) the then-current market rate. Nothing in the immediately preceding sentence or otherwise in this Lease shall constitute a waiver, relinquishment or impairment of any rights and remedies available to either party, including, without limitation, any condemnation rights available to Tenant.

(k) If Tenant has elected to exercise an Extension Option, the Lessor and Tenant shall promptly thereafter execute an amendment to this Lease (i) establishing the annual rent for such Optioned Property as determined pursuant to this Lease, and (ii) confirming that, as to such Optioned Property, the Lease, as extended, remains in full force and effect, modified only as contemplated in Section 2.4.8.

2.3.4. Appraisal Assumptions. Each appraiser shall be instructed to conduct its appraisal in accordance with the following parameters:

(a) Except as otherwise specifically instructed herein, each appraisal and appraisal review (i) will be prepared consistent with Uniform Standards of Professional

(b) (6)

Appraisal Practice ("USPAP") or if such standards are not then in existence, an equivalent national practice standard applicable to real estate appraisals, (ii) will be based upon a rental rate that includes taxes, operating expenses and other charges on the same basis as of the last day of the Initial Term of this Lease, (iii) will appraise only the area of the Optioned Property designated by Tenant, and (iv) shall assume that the use or uses of the Optioned Property shall remain the same as at the time of appraisal. While each appraisal shall provide a Fair Annual Rent valuation for the Optioned Property both as of the date of inspection and as of the Expiration Date, the Expiration Date valuation shall establish the Fair Annual Rent to be evaluated hereunder.

(b) Existing configuration of the space is acceptable and no additional fit out is required; the space shall be appraised in its AS IS condition, except that no value shall be attributed to any Fit-Out (whether or not fully amortized by the Lessor) or any post-acceptance alterations to the Leased Premises.

(c) All improvements provided under the initial term of this Lease have been fully paid and/or amortized by the Lessor, with no further obligation from Tenant. However, Tenant reserves the right to require the Lessor to amortize, over the applicable Extension Term, tenant refurbishments and improvements of a type and in an amount to be agreed to by Tenant and the Lessor. Each appraiser will include in its appraisal the amount of any such Government-proposed tenant-improvement budget, even if not yet approved by the Lessor.

(d) There are no costs associated with marketing the space, i.e., commissions, lost rent, fit out, renovation, or modernization, etc., otherwise required to lease a comparable type and amount of space.

(e) The potential value of the Purchase Option and the Right of First Offer contained in the Extension Term will not be considered in developing the rental rate.

(f) The final appraisal prepared will be in complete conformance with all applicable then-current Government regulations, policies, and procedures.

(g) The Lessor and Tenant agree to promptly cooperate with each appraiser in its request for such information as may be necessary or appropriate for completing its appraisal.

2.3.5. Taxes/Costs. Upon exercise of each successive Extension Option, real estate tax adjustments and Operating Costs escalations will be determined as follows:

(a) **Real Estate Taxes:** The Government shall continue to be responsible for its share of increases in real estate taxes on the same basis as during the Initial Term of this Lease.

(b) **Operating Costs:** Base Operating Costs will be negotiated between the Lessor and Tenant. They will be based upon actual expense records for at least two (2) years prior to commencement of negotiations. In no event however will Base Operating

Costs (i.e., Service Agreement Rent), exceed (b) (4) for any 5-year Extension Term or (b) (4) for a 10-year Extension Term, for years 21 – 30 of the Lease Term.

Adjustments will be calculated during the respective Extension Term in accordance with Section 2.7. When requested by Tenant, the Lessor will have thirty (30) days in which to provide actual expense records for the premises.

2.3.6. Other Options Valid. During each Extension Term, this Lease shall remain subject to the Purchase Option and the Right of First Offer, as described below in Section 2.4.

2.4. Purchase Option/Right of First Offer. At the expiration of the Initial Term, or if the Purchase Option is not exercised at the end of the Initial Term, at the expiration of the tenth (10th) year of the Extension Term, if this Lease is still in effect at such time, Tenant shall have the exclusive right (individually, a "Purchase Option" and collectively, the "Purchase Options") to purchase all or a Tenant-designated portion of the Optioned Property then under lease, or to assign the Purchase Options to a third party, in Tenant's sole discretion, all in accordance with and pursuant to the terms set forth herein. The Extension Option set forth in Section 2.3 and the Purchase Option set forth in this Section, shall hereinafter sometimes be referred to collectively as the "Options".

2.4.1. Purchase Option Date. The Purchase Option may be exercised, one or more times, to be effective as of any of the following dates (each a "Purchase Option Date"):

- (a) The twentieth (20th) anniversary of the Commencement Date, immediately prior to the expiration of the Initial Term and regardless of whether Tenant has previously indicated its intent to exercise an Extension Option; and
- (b) If the Tenant has exercised its option(s) to extend the term of this Lease for the Leased Premises for an aggregate total of ten (10) years, the thirtieth (30th) anniversary of the Commencement Date, immediately prior to the expiration of the Lease Term, as extended through exercise of an Extension Option.

2.4.2. Purchase Price. If Tenant chooses to exercise its Purchase Option, it may purchase the identified Optioned Property at either the applicable fixed price ("Fixed Purchase Price") set forth below (or the pro-rata portion thereof if the Optioned Property is only a portion of the entire Leased Premises) or at one hundred percent (100%) of the applicable market purchase price ("Fair Market Value"), as such Fair Market Value is determined in accordance with the procedures described in Section 2.4.3 provided, that, in no event shall such purchase price be less than (b) (4)

Fixed Purchase Price

- (a) First Purchase Option Date
(twentieth Lease anniversary)
- (b) Second Purchase Option Date
(thirtieth Lease anniversary)

(b) (4)

(b) (4)

2.4.3. Purchase Option Appraisal Procedure/Notice Requirements. The Lessor and Tenant shall employ the procedure and timetable described below to compute the Fair Market Value of the Optioned Property, to the extent Tenant chooses not to use the applicable Fixed Purchase Price or portion thereof.

(a) Not later than four hundred fifty (450) days before each Purchase Option Date arising during the term of the Lease, as extended (each such date for purposes of this Section 2.4.3, an "Expiration"), the Lessor shall deliver a notice to Tenant informing Tenant of its rights to exercise its Purchase Option in accordance with these provisions. Delay by the Lessor in providing such notice shall result in a corresponding extension to the time period described Section 2.4.3(b) below and all subsequent time periods described herein.

(b) If Tenant determines to investigate whether it may desire to exercise its Purchase Option as to certain identified Optioned Property (i) Tenant will promptly request and the Lessor shall promptly disclose all information reasonably required by Tenant regarding the Lessor's interests in the Optioned Property, any interests of other owners or occupants of such property, and any encumbrances thereto which could impact marketability of title, such as easements, leases, liens, or ground leases, and (ii) to the extent Tenant has not chosen the Fixed Purchase Price, Tenant and the Lessor, at least three hundred fifty (350) days before the Expiration (A) shall have engaged two separate MAI Appraisers to determine the Fair Market Value of the Optioned Property, in accordance with such assumptions as are set forth below, and (B) shall have received their respective appraisals for such property.

(c) Not later than three hundred forty-five (345) days before the Expiration, the Lessor shall deliver to Tenant a copy of its appraiser's determination of the Fair Market Value of the Optioned Property.

(d) Tenant may, at its option, choose to allow the Lessor's appraisal to establish the Fair Market Value for the subject property. In such case, Tenant shall notify the Lessor of such fact, and the parties shall proceed to Section 2.4.3(g) below. If, on the other hand, Tenant, at its option, chooses not to allow the Lessor's appraisal to establish the Fair Market Value, Tenant shall deliver to the Lessor a copy of Tenant's appraisal, not later than three hundred forty (340) days before the Expiration.

(e) If the parties have failed to negotiate and agree on a Fair Market Value on or before three hundred twenty-five (325) days before the Expiration, either party may immediately notify the two appraisers, who shall then choose a third MAI Appraiser and notify the Lessor and Tenant of such choice. Each party shall bear the cost of its appointed appraiser and shall share equally the cost of the third MAI Appraiser. If the two appraisers cannot agree on the choice of a third MAI Appraiser and notify the parties thereof three hundred twenty (320) days before the Expiration, the parties shall agree on a third MAI Appraiser pursuant to the following procedure: each of Tenant and the Lessor shall deliver to the other party, not later than three hundred ten (310) days before the Expiration, a list of five MAI Appraisers. From each party's list, the other party shall choose three appraisers, and this total of six MAI Appraisers shall comprise an "Approved List". If the parties cannot agree, no later than three hundred

(300) days before the Expiration, on a third appraiser from the Approved List, an independent arbitrator appointed by the President of the local chapter of the Appraisal Institute (or if such organization is no longer in existence, the head of the local branch of a national real estate appraising organization) shall choose the third MAI Appraiser from the Approved List, on or before two hundred eighty-five (285) days before the Expiration.

(f) Not later than two hundred forty (240) days before the Expiration, the third MAI Appraiser shall determine the Fair Market Value of the Optioned Property, with such assumptions as are set forth below, by selecting as such Fair Market Value either (i) the Fair Market Value proposed by Tenant's MAI Appraiser, or (ii) the Fair Market Value proposed by the Lessor's MAI Appraiser, and submitting such determination to each party in writing.

(g) Not later than one hundred eighty (180) days before the Expiration, Tenant will send written notice to the Lessor regarding whether Tenant has determined to either (i) elect to exercise the Purchase Option, subject to satisfaction of standard investigations and due diligence as described below, or (ii) elect not to exercise the Purchase Option. If Tenant does not send any such written notice, Tenant shall be deemed not to have elected to exercise the Purchase Option. If Tenant elects to exercise its Purchase Option, its notice will specify whether the purchase price ("Purchase Price") for the Optioned Property shall be the applicable Fixed Purchase Price or the Fair Market Value.

(h) If Tenant has elected to exercise the Purchase Option, the Lessor and Tenant shall promptly thereafter execute a purchase and sale agreement, including the Purchase Price and other provisions consistent with the provisions of Section 2.4.8 and such other provisions (other than earnest money deposit) as are typical for transactions of this type, and the parties shall use diligent efforts to proceed to a closing of the purchase of the Optioned Property by the next occurring Purchase Option Date, subject to causes of force majeure, in accordance with the provisions hereof.

2.4.4. Appraisal Assumptions. Each appraiser shall be instructed to conduct its appraisal of the Optioned Property in accordance with the following parameters:

(a) Except as otherwise specifically instructed herein, each appraisal and appraisal review will be prepared consistent with USPAP (or if such standards are not then in existence, an equivalent national practice standard applicable to real estate appraisals). The appraisals performed in connection with the first and second Purchase Option Dates shall appraise the Optioned Property as if the current tenant has vacated the property and such property is not subject to this Lease Agreement.

(b) The appraisals performed in connection with the first and second Purchase Option Dates shall appraise the Optioned Property as a Base Building, in its AS-IS condition, in accordance with USPAP.

(c) The final appraisal prepared will be in complete conformance with all applicable then-current Government regulations, policies, and procedures.

(d) The Lessor and Tenant agree to promptly cooperate with each MAI Appraiser in its request for such information as may be necessary or appropriate for completing its appraisal.

2.4.5. Investigations. Upon Tenant's exercise of its Purchase Option, the Lessor shall cooperate with all due diligence and investigations as Tenant deems appropriate, as expressed in the purchase and sale agreement described above. The Lessor shall cooperate with Tenant in any efforts to obtain governmental approvals requested by Tenant, including any conditional use permit, zoning change, subdivision approval or related matter. Tenant will conduct, and the Lessor will cooperate with all studies deemed appropriate by Tenant, including without limitation, the following:

(a) Engineering, environmental and other technical inspections of the Optioned Property and all building systems to ensure that the Optioned Property meets or can be readily made to meet all Applicable Law, including zoning and subdivision codes, and all Federal Government specifications.

(b) Inspection of the Optioned Property, review of any other leases or subleases, and financial capabilities of all other tenants and subtenants, including parking and other concessions, within the Optioned Property. The Lessor shall provide copies of leases and other information requested by Tenant.

(c) Complete title report and copies of all title exceptions for the Optioned Property.

(d) Physical metes and bounds survey of the Optioned Property as improved.

2.4.6. Closing. Purchase of the Optioned Property will meet the following provisions:

(a) **Title:** Title must be good and marketable, shall be subject only to matters of record which do not interfere with the use of the Leased Premises as a commercial office facility, shall be free and clear of all mortgages or deeds of trust, and title must be conveyed by a general warranty deed. Tenant may take title in the name of a nominee or designee.

(b) **Settlement Costs:** The Lessor and Tenant will coordinate and prepare all necessary documents to provide an appropriate settlement and transfer. Tenant will be responsible for all settlement costs normally borne by the buyer in such transactions (b) (4) and the Lessor will be responsible for all other settlement costs.

(c) **Payment:** Terms of payment and/or transfer of funds will be negotiated by the parties, subject to final approval by Tenant. In the event that the parties are unable to reach a mutual agreement, Tenant will have the right to make a one-time, lump-sum payment of the purchase price.

(d) **Utilities:** Any utility charges associated with the Optioned Property that are the obligation of Lessor will be prorated as of the date of transfer.

(e) **Real Estate Taxes:** Real estate taxes and assessments associated with the Optioned Property will be prorated as of the date of transfer.

(f) **Contract Services:** Any contract services provided by the Lessor or its affiliate for purposes of operation, maintenance, management, etc., with respect to the Optioned Property will be cancelable as of the date of transfer.

(g) **Insurance, Risk of Loss and Condemnation:** Insurance shall be canceled as of the date of transfer. The Lessor shall bear the risk of loss until the transfer. In the event of any casualty loss or condemnation of the Optioned Property or any part thereof prior to settlement, Tenant may elect either to terminate its agreement to settle and shall receive a refund of all sums expended by Tenant in connection with the exercise of such Purchase Option, or Tenant may elect to purchase the residue of the Optioned Property at a price to be agreed upon by the parties.

2.4.7. Right of First Offer. In addition to the Purchase Option set forth herein above in Section 2.4, Tenant shall have, on a continuing basis, the first right to purchase the Leased Premises, the office townhouses and the parking garages, or any portion of the foregoing, if the Lessor chooses to offer such property for sale (the "Right of First Offer"). The Lessor shall provide written notice to Tenant setting forth the proposed sales price, required earnest money deposit and all other material terms pursuant to which the Lessor proposes to offer all or a portion of the Leased Premises, the office townhouses or the parking garages for sale to third-party purchasers. Following receipt of such notice, Tenant shall have two hundred ten (210) days within which to notify the Lessor in writing whether Tenant wishes to exercise its Right of First Offer as to that particular offer. Failure by Tenant to provide such notice shall be deemed an election not to exercise its Right of First Offer. If Tenant chooses to exercise its Right of First Offer, the parties agree to work diligently to execute a mutually agreeable purchase and sale agreement within an additional one hundred twenty (120) days and, subject to satisfaction of Tenant's standard due diligence concerns described herein, to close the transaction in accordance with Sections 2.4.5 and 2.4.6. If Tenant chooses not to exercise its Right of First Offer as to such offer, the Lessor may offer and sell the property to a third party, provided that (a) such sale is promptly consummated on material terms identical to those described to Tenant, and (b) the Leased Premises, the office townhouses and the parking garages shall remain, both before and after such third-party sale, subject to the terms and provisions of the Lease, including without limitation, the Extension Options, the Purchase Option and Tenant's continuing Right of First Offer as to all subsequent offers. Tenant's Right of First Offer does not apply to a transfer in the legal form of ownership of all or a portion of the Leased Premises, so long as the controlling interests in the Leased Premises do not change. This Right of First Offer shall not apply to the acquisition of the Facility (including the office townhouses and parking garages) as a result of foreclosure or deed in lieu of foreclosure, or to the first subsequent transfer or conveyance of such property by Lessor's Lender (but not by any other party) following any such foreclosure or deed in lieu thereof; provided, however, no such transfers described in this sentence shall be to any party that is not legally eligible to contract with the Government.

(b) (6)

2.4.8. General Provisions Relating to All Options.

(a) **Certification.** Lessor hereby certifies to Tenant that the Rent does not include any opportunity costs or premiums imputable to the Options. Lessor further certifies to Tenant that the Rent does not compensate Lessor for any property appreciation that may fail to accrue to Lessor as a consequence of the Purchase Option or other Options.

(b) **Conditions.** Tenant's right to exercise each of its Options hereunder shall be conditioned solely upon its compliance with the procedures and the terms and conditions set forth herein, and the non-existence, at the time such option is exercised, of a written notice of an event of default in Tenant's obligation to pay rent under this Lease (unless Tenant's failure to pay such rent is pursuant to those rights of deduction Tenant holds pursuant to this Lease).

(c) **Collateral.** The parties shall establish the escrow contemplated by Section 5.1.1(e) below as collateral for the Lessor's obligations with respect to the Purchase Option. The parties do so to evidence (to, among others, any court in a future bankruptcy proceeding involving the Lessor as debtor) the present intention of the parties to this Lease, who are sophisticated and have been advised by competent counsel, that the Purchase Option constitutes a material inducement to Tenant entering into this Lease and the provisions of this Lease relating to the Purchase Option are integrated with and appurtenant to, and shall not be excised, removed or segregated from, the real property leasehold granted hereunder and the other provisions of this Lease.

(d) **Assignment.** GSA may at any time, without the Lessor's consent, transfer this Lease to the USPTO or any successor organization thereto that has responsibility for issuing patents and registering trademarks, including any unexercised Extension Option, Purchase Option and/or Right of First Offer, and be relieved from all obligations to the Lessor under this Lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said transfer, provided that in connection with any such transfer, Tenant shall demonstrate to the reasonable satisfaction of Lessor and Lessor's Lender that the payment of Rent under this Lease shall continue to be a general, full faith and credit obligation of the United States of America, not subject to the availability of appropriated funds. In the event that this Lease is transferred, Tenant's rights to the Extension Option, Purchase Option and Right of First Offer will also be transferred and shall continue in full force and effect.

(e) **No Brokerage Commission.** Tenant and the Lessor represent and warrant to each other that there are no real estate brokerage commissions or related fees payable in connection with the granting or exercise of any of the Options hereunder. Tenant and the Lessor agree to indemnify and hold the other harmless from and against any and all claims for fees asserted by any broker purporting to represent the indemnifying party in connection with the granting or exercise of any Option hereunder.

(b) (6)

(f) **Expiration.** The Extension Options, the Purchase Option and the Right of First Offer, as well as all other terms and provisions of the Lease, shall continue to encumber and run with the premises throughout the Lease Term and any Extension Term. If the immediately preceding Extension Option is not exercised as to certain Optioned Property, the subsequent Extension Option for such Optioned Property shall be extinguished. The Purchase Option and the Right of First Offer shall be extinguished only upon the earlier of (i) the expiration of the Lease Term, as extended, and (ii) the transfer to Tenant of the entire Leased Premises pursuant to one or more successful exercises of the Purchase Option or the Right of First Offer.

(g) **Remedies/General Provisions.** If Tenant exercises any of its Options hereunder and thereafter fails, refuses or is unable (due to lack of necessary authority or appropriations) to perform its obligations hereunder, the Lessor shall be entitled to recover from Tenant all monies paid by the Lessor in connection with the appraisal(s) (including reasonable legal fees and expenses) as liquidated damages, which shall be the Lessor's sole remedy at law or in equity. At Tenant's request, the Lessor and Tenant shall execute and acknowledge a memorandum regarding the Extension Options, the Purchase Option and the Right of First Offer, for recording in the appropriate public real property records. Time is of the essence for the performance of each and every covenant contained herein. Unless otherwise set forth herein, all notices shall be in writing and shall be delivered through either hand delivery or through overnight courier, with a copy being sent via certified mail with a return receipt requested.

2.5. Build-Out Approach / Occupancy Date.

2.5.1. As more particularly described below in subsequent provisions of this Lease, the Lessor shall provide in consideration of the Base Rent, a level of build-out approximating a building shell with core areas and base systems in place, with specialized systems for certain special purpose spaces in place, but with the bulk of the tenant spaces resembling a "cold dark shell" (hereinafter called the "Base Building," as described in more detail in Article VIII below), together with a tenant improvement allowance (the "Fit-Out Allowance") of Eighty-Eight Million and No/100 Dollars (\$88,000,000.00) to provide tenant improvements, interior finish and build-out (the "Fit-Out," as described in more detail in Article VIII below). Subject to the other provisions of this Lease, Lessor is responsible for designing, constructing, installing, operating and maintaining all Fit-Out. The Government shall be responsible for all costs to design, construct and install the Fit-Out either through the application of the Fit-Out Allowance to such costs or by lump sum payment or amortization of such Fit-Out costs as provided in Section 3.2 of this Lease. The Lessor's construction of the Base Building and the Fit-Out shall proceed in accordance with the provisions set forth in Article V below and Article VIII below.

2.5.2. As described more fully in Article VIII below, as part of the Base Building, Lessor shall be solely responsible for all land acquisition and land development costs (collectively, "Site Improvements"), including the master planning, design and construction of all appropriate site infrastructure improvements, such as necessary road access, zoning and other local government approvals and permits related to the Base Building, parking facilities, utilities and landscaping. No portion of the Fit-Out Allowance shall be used for Site

Improvements or for Base Building construction, but shall instead only be used for Fit-Out in accordance with the provisions of Article V below and Article VIII below. If, after completion and Government acceptance of the entire Leased Premises, any portion of the Fit-Out Allowance has not been expended, Tenant, at its option, shall be entitled to receive the remaining balance as either a lump sum payment or by application thereof to the next payment(s) of Rent due under this Lease.

2.5.3. The Leased Premises and associated parking garages shall be constructed and delivered in accordance with the outline schedule attached to this Lease as Schedule 2.5.3 (the "Delivery Schedule").

2.5.4. In accordance with the provisions of Section 5.8, Tenant may require access to space in the Building(s) prior to completion and Government acceptance in order to install Government Equipment (as defined in Article VI) and for related tenant-specific purposes. Any work performed by Tenant or its representatives shall be in conformance with applicable local codes. Any work performed by Tenant or Tenant's contractors shall be scheduled in coordination with and so as not to delay or materially impede Lessor's completion of the work.

2.6. Taxes. Tenant shall have no obligation to pay any taxes, except as set forth herein below.

2.6.1. In addition to the payment of the annual Rent called for under this Lease, commencing with the first full fiscal real estate tax year following the Commencement Date for which all Buildings are fully assessed for real estate tax purposes (such date being the "Full Facility Assessment Date"), the Government shall be responsible to reimburse the Lessor for one hundred percent (100%) of all real estate taxes actually paid by Lessor with respect to the Leased Premises in excess of an agreed initial annual base amount of \$5,071,214. The Government shall reimburse the Lessor for its share of real estate tax increases in the same number of payments during each year which the Lessor is required to make to the local real estate taxing authority for such year. The agreed annual base amount shall be prorated over such number of payments for the purposes of determining the amount of any real estate tax increase which the Government is obligated to reimburse to the Lessor. The due date for making real estate tax reimbursement payments shall be the thirtieth (30th) day after receipt of a proper invoice by the CO. Tenant will be responsible for payment only if the paid tax receipts are submitted by Lessor within sixty (60) days of the date the tax payment is due. If it is subsequently determined that Tenant has paid too much or too little, appropriate debits or credits against Base Rent shall be promptly made, including any credits to the Government if real estate taxes for any fiscal tax year are less than \$5,071,214. If this Lease terminates before the end of a particular real estate tax fiscal year, payment will be based on the percentage of the year in which Tenant leases space. The payment will not include penalties for Lessor's non-payment or delay in payment.

2.6.2. Following the Full Facility Assessment Date, within thirty (30) days of the time the Lessor provides the Government with the real estates tax bill(s) for the final installment of real estate taxes due for a particular real estate tax fiscal year, the Government and the Lessor shall execute a Supplemental Lease Agreement to this Lease which shall (i) adjust the Rent (and Base Rent) payable by the Government under this Lease for the 12 month period following the end of such real estate tax fiscal year by the adjustment in real estate taxes over the prior year's base amount, and (ii) adjust the base amount of real estate taxes by the same amount so that

the agreed base amount is equal to the full amount of the real estate taxes paid by the Lessor for the prior fiscal real estate tax year.

2.6.3. If the real estate taxes for the aggregate Base Year as determined pursuant to Section 2.6.4 below exceed \$5,071,214, the Government will continue to pay the full amount of the increase over \$5,071,214 in accordance with the procedure set forth above, but the amount of difference between \$5,071,214 and the real estate taxes for the Base Year shall accrue each year for the remaining Lease Term together with interest at six percent (6%) per annum until either: (i) the Project Financing has been repaid in full, or (ii) the term of this Lease including any Extension Term(s) elected by the Government shall have expired, at which time the Government shall be entitled to receive a rent-free Lease Term extension in accordance with Section 5.7.11 below. For example, if real estate taxes for the aggregate Base Year are determined to be \$5,571,214, \$500,000 shall accrue in the Base Year and an additional \$500,000 shall accrue each year thereafter during the Lease Term (provided, however, in the event that actual taxes for any subsequent year following the Base Year are less than the aggregate Base Year taxes, the amount to be accrued for such year for the purposes of this clause shall be the actual difference between the taxes for such year and \$5,071,214), together with interest on such annual \$500,000 sum at the rate of six percent (6%) per annum, until either of the events in clauses (i) or (ii) of the preceding sentence have occurred.

2.6.4 As used herein, "Base Year" real estate taxes as to each Building shall mean the arithmetic mean of (i) taxes paid for the real estate tax fiscal year during which the substantial completion and Government acceptance for the Building occurs or, if no full tax assessment is made during the real estate tax fiscal year in which such substantial completion and Government acceptance occurs, taxes paid during the first real estate tax fiscal year of a full assessment, and (ii) taxes paid for that Building during the next succeeding real estate tax fiscal year. The aggregate "Base Year" real estate tax amount for the Leased Premises shall be the composite weighted average of the Base Year real estate tax amount for each Building. The "Base Year" real estate tax amount for each Building is intended to reflect a fully completed (including the Base Building and all Fit-Out), occupied, functioning, and assessed Building.

2.6.5. Lessor will provide Tenant with copies of all assessments, notices of assessments, notices of proposed assessments and any other tax-assessment-related documents applicable to the Buildings, Facilities or Site at least thirty (30) days before the last date Tenant might be able to contest, challenge or appeal any assessment, and shall advise Tenant before such thirty (30) day period whether the Lessor intends to appeal such assessment. If the Lessor does not plan to pursue such an appeal, then Tenant may contest the tax assessment by initiating legal proceedings on behalf of Tenant and the Lessor or Tenant alone. If Tenant is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by Tenant despite the Lessor's previous advisement that the Lessor did not plan to pursue an appeal. In such event, Tenant shall reimburse the Lessor for all costs, and the Lessor shall cooperate with Tenant in such contest and shall execute all documents required for the legal proceedings initiated by Tenant or undertaken at Tenant's request. Tenant shall receive its share of any tax refund or tax incentives.

2.6.6. Following the substantial completion and acceptance of each Building and prior to the Full Facility Assessment Date, the Government shall be responsible to reimburse the Lessor

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for, or shall receive a payment from the Lessor equal to, one hundred percent (100%) of the real estate taxes actually paid by Lessor with respect to each Building which is then fully assessed in excess of, or less than (as applicable), an agreed annual base amount of \$5,071,214 prorated to each Building in the ratio that the rentable square footage of such Building bears to 2,386,940. Such amount shall be payable in accordance with the same procedures as set forth in paragraph 2.6.1 above. There shall be no adjustment to the agreed base amount (as provided in paragraph 2.6.2 above) prior to the time that all Buildings are fully assessed for real estate tax purposes.

2.7. Operating Costs.

2.7.1. Tenant shall pay energy costs for the Buildings ("Tenant Energy Costs") directly to the utility provider throughout the Lease Term. Tenant Energy Costs include only the following items listed on Schedule 2.7.1 (GSA Form 1217) attached hereto: B.9 Heating Fuel (oil, gas or electricity); C.11 Electrical Current for Light and Power; C.13 Electrical Power for Special Equipment; and E.18 Electrical Power for Ventilation and Air Conditioning Utilities. Tenant shall pay Service Agreement Rent in consideration of the Lessor providing the Operating Services during the Lease Term. Beginning with the first anniversary of the Commencement Date, Tenant shall pay adjusted Service Agreement Rent for changes in operating costs for the Operating Services. An operating expense rate of Three and 64/100 Dollars (\$3.64) per rentable square foot will be the base rate used to determine adjustments to the Service Agreement Rent. Such base rate excludes all Tenant Energy Costs, since these are paid directly by Tenant.

2.7.2. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index (as defined herein). The percent change will be computed by comparing the index figure published for the second month prior to the Commencement Date with the index figure published for the month that is two (2) months prior to the month which begins each successive 12-month period. For example, if the Commencement Date were in June of 2000, use the index published for April of 2000 and that figure would be compared with the index published for April of 2001, April of 2002, and so on, to determine the percent change. The "Cost of Living Index" will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure (1982-84 = 100), published by the Bureau of Labor Statistics. Payment of the increase in Service Agreement Rent will be made with the monthly installment of Rent. Service Agreement Rent adjustments will be effective on the anniversary date of the Commencement Date.

2.7.3. In the event of any decreases in the Cost of Living Index occurring during the Lease Term, the Service Agreement Rent will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in Service Agreement Rent provided herein and shall reduce the Service Agreement Rent payment made as part of the monthly installment of Rent.

2.7.4. The Lessor is responsible for the proper design and construction of all utility services to the Leased Premises (including the dual primary electric feeds required by Section 8.11) and for providing all utilities systems maintenance and repair with respect to equipment owned by Lessor and not by any utility provider. The Lessor shall provide metering of all utilities

(including electricity, water and gas) serving the entire Leased Premises. The Lessor shall provide a single meter for electric utilities for the entire Leased Premises. In consideration of Service Agreement Rent, the Lessor shall provide all non-energy utilities (whether water, sewer or other non-energy utility) necessary for Tenant's full use and enjoyment of the Leased Premises and Lessor shall provide separate metering of all such non-energy utilities on a Building by Building basis. The aggregate overtime rate (for all non-Normal Working Hours) for the use of all or any portion of the Leased Premises, which shall be payable only if the HVAC system is operating, shall be Forty-Six and 70/100 Dollars (\$46.70)/hour per 10,000 square feet for the first 10,000 square feet in each Building that is operating and Zero and 25/100 Dollars (\$0.25)/hour for each additional 10,000 square feet, and shall increase each year during the term of this Lease by using the same formula for determining adjustments in operating expenses as provided in Section 2.7.2 above. Such aggregate overtime rate excludes all energy costs, since these are paid directly by Tenant. The Lessor shall furnish the CO, prior to the scheduled Tenant occupancy of the first increment of the Leased Premises in a Building, written verification of the meter numbers and certification that these meters measure usage in such Building only. Proration shall not be permitted. Lessor shall be responsible for and Lessor shall provide electricity or other utilities pertaining to all portions of the Facility other than the Buildings.

2.7.5. The Lessor is responsible throughout the Lease Term for the repair, operation and maintenance of all site improvements (other than those owned by a utility provider), all Buildings and other improvements, and all Fit-Out (but not including any Government Equipment) as limited by Article VI and Article IX. Except for those operating costs listed as A.5 through G.26 on Schedule 2.7.1 (GSA Form 1217), which shall be satisfied in accordance with Subsections 2.7.1, 2.7.2 and 2.7.3 above, and except for real estate taxes, which shall be satisfied in accordance with Section 2.6, the Lessor shall satisfy, at its sole cost and expense, all capital expenditures and all operating expenses required under this Lease.

2.7.6. During the term of this Lease, Tenant at its option, at one or more times, may elect to become directly responsible for one or more of those operating costs which are listed as A.5 through G.26 on Schedule 2.7.1 (GSA Form 1217) (the "Operating Costs"). To the extent Tenant chooses to become directly responsible for an Operating Cost, there shall be a corresponding downward adjustment in the operating costs base and, as a result, in the Service Agreement Rent. The basis for negotiating such downward adjustment shall be the historical operating costs information, all of which the Lessor shall provide to Tenant. Failure by the Lessor to negotiate in good faith or to agree to such downward adjustment shall constitute a claim under this Lease entitling Tenant to those remedies set forth in this Lease and/or the right to unilaterally make such downward adjustment in the operating costs base and Service Agreement Rent as is justified after taking into account the information provided in the Rent Schedule attached as Schedule 3.1, all available historical operating costs information and market conditions. Any adjustment pursuant to this paragraph shall take effect on the first work day of the second full month after Tenant's assumption of responsibility for such Operating Cost and Tenant's direct payment of any such Operating Cost. If Tenant has elected to become directly liable for a particular Operating Cost and wishes to initiate any good faith contest or challenge with the applicable utility or service provider, the Lessor agrees to cooperate with Tenant in any such contest or challenge. Once Tenant assumes responsibility for any Operating Cost, such assumption shall remain in place for the remainder of the term of the Lease. Upon assumption of any Operating Cost, Tenant shall perform the related

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Operating Service in substantial accordance with the applicable standards for Lessor set forth in Article VI hereof including, without limitation, the O&M Plan, PM, OEP, DCP and any other plan previously established by Lessor and Tenant with respect to such Operating Cost under the terms of the Lease.

2.7.7. The Lessor shall submit to Tenant a reasonably detailed statement of all Operating Costs for the prior Lease year, broken down to reflect the major components thereof, at the least in accordance with the line items set forth as A.5 through G.26 on Schedule 2.7.1 (GSA Form 1217) on or before two months after each anniversary of the Commencement Date. The statement shall be prepared on the basis of generally accepted accounting principles consistently applied (with any deviations therefrom noted), and statements from one year shall be consistent with the statement from the prior year. The statement shall be certified as being true, correct and complete by a certified public accountant (which may be the chief financial officer of the Lessor or the Lessor's managing member). If similar statements are prepared for any lender, partner or ground-lessor of the Lessor, including, but not limited to, statements which are audited, conformed or reviewed by an independent certified public accountant, then copies of same shall be promptly provided by Lessor to Tenant. It is agreed by both Lessor and Tenant that amounts reflected in such detailed statements shall not have any impact on Base Rent, Service Agreement Rent or adjustments to either.

2.8. Operating Costs Base. The base for the Operating Costs adjustments was determined based on Schedule 2.7.1 (GSA Form 1217). The base shall be subsequently adjusted by the amount of any Operating Costs, and any escalations or reductions attributable thereto, for which Tenant, at any time, elects to assume responsibility for direct payment, as provided in Section 2.7.6 above.

2.9. Adjustment for Vacant Premises. If Tenant fails to occupy any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to expiration of the Lease Term, the Service Agreement Rent will be reduced. The Service Agreement Rent will be reduced by that portion of the operating expenses not required to maintain the vacant space. Said reduction shall occur after Tenant gives thirty (30) days prior written notice to the Lessor, and shall continue in effect until Tenant occupies the Leased Premises or this Lease expires or is terminated. If the Composite Acceptance Date is after the Commencement Date, the Government shall receive a credit against Service Agreement Rent thereafter becoming due in an amount equal to all Service Agreement Rent paid for any period of time prior to the Composite Acceptance Date.

2.10. Mitigations Identified In Environmental Impact Statement. Lessor acknowledges that it has reviewed and is familiar with that certain Final Environmental Impact Statement for the Site dated as of January, 1999 (the "Final Environmental Impact Statement"). Lessor acknowledges that attached hereto as Schedule 2.10 is a matrix summarizing the impacts raised by the Final Environmental Impact Statement as well as the proposed mitigations for each such impact. Lessor covenants and agrees to promptly complete all mitigation described in the column of Schedule 2.10 entitled "Offeror Proposed Mitigation," subject to Excusable Delay.

2.11. Appurtenant Areas. The right to use appurtenant areas and facilities is included. Tenant shall have the sole and exclusive right (subject to Lessor's reasonable access rights) to use up to twenty-five percent (25%) of space, as designated by Lessor (and reasonably approved by Tenant), on any and all roofs of Buildings for the placement of antennas, satellite dishes and the like, subject to applicable roof warranties and maintenance requirements and subject to all roof access being

coordinated with Lessor. Tenant shall also have the sole and exclusive right to control all Common Areas, subject to the Lessor's right to use such Common Areas as may be necessary for the operation, maintenance and repair of the Facility and subject to Applicable Law and subject to any easement rights of others. Lessor agrees that it shall not lease or grant an exclusive possessory right to any third party for any portion of the Campus Green, that it shall maintain the Campus Green in accordance with Article VI, that the Government shall have access to the Campus Green and that Lessor shall use best efforts to ensure that neither Lessor nor any third party will materially interfere with or diminish such access or the Government's use and enjoyment of the Campus Green. Tenant reserves the right to post Government rules and regulations where Tenant leases space. All of the foregoing rights shall be included in the rental rate. Tenant's extraordinary use of appurtenant areas is contingent upon Lessor approval, which shall not be unreasonably withheld, and, to the extent that additional services may be required, Tenant shall reimburse Lessor for same at a fair and reasonable rate. In no event shall the additional reimbursement include a rental charge for the use of said areas. Tenant's exercise of its rights under this section shall comply with all applicable laws and regulations.

2.12. Memorandum of Lease. This Lease shall not be recorded. In lieu thereof, the parties agree to execute, in recordable form, a short-form memorandum of lease, including extension and purchase options. Such memorandum shall be recorded by the Lessor in the land records of the appropriate jurisdiction, and the Lessor shall pay all recording, transfer and other charges related thereto. Upon the expiration or earlier termination of the term of this Lease and any exercised extensions thereof, Tenant and the Lessor, at the Lessor's expense, shall execute a recordable release releasing the foregoing memorandum of lease and evidencing such expiration and/or termination.

2.13. Insurance. The Lessor, at its sole cost, shall maintain in full force and effect at all times (i) broad form all-risk casualty insurance (with appropriate endorsements for plate glass, boiler and machinery and other items, risks or perils ordinarily included in a lessor's policy) insuring the Buildings and all other improvements on the Site, including all Fit-Out, in an amount equal to the full replacement cost thereof (exclusive of excavations, footings and foundations), and in any event in an amount sufficient to avoid co-insurance, (ii) business interruption insurance in an amount equal to 24 months of Base Rent, (iii) comprehensive general liability insurance (with contractual liability coverage) in an amount customary for the local area for a project of this scope, (iv) worker's compensation coverage in an appropriate amount, and (v) such other insurance coverage as is typical or appropriate. All policies shall be provided by insurers whose investment grade rating for claims paying ability is "A" or better according to Standard & Poors Rating Group (or equivalent rating by other national rating agency) and, to the extent commercially feasible (a) shall provide that no such policies shall be canceled or materially altered without thirty (30) days' prior written notice to Tenant and (b) shall list the Government as an additional insured and certificate holder.

2.14. Compliance with Lease. Except for costs incurred to design, construct and install the Fit-Out and except as otherwise expressly provided herein, all costs and expenses of whatever nature incurred or required to be incurred by the Lessor and necessary in order for the Lessor to comply with any provision of this Lease shall be at the sole cost and expense of the Lessor. Lessor shall not seek from the Government reimbursement for any costs associated with the preparation of responses to the SFO or the review, negotiation and execution of this Lease. Without limiting the generality of the foregoing, Lessor hereby agrees that the rental rates set forth in Schedule 3.1 (Rent Schedule), subject to adjustment as otherwise provided in this Lease, includes the costs incurred by Lessor in satisfying all requirements of this Lease, including but not limited to:

- (a) Acquisition of all required permits, licenses or approvals necessary to comply with this Lease.
- (b) Site Improvements and all other Base Building design and construction.
- (c) Provision of the Fit-Out Allowance, to be used by the Lessor to construct the Fit-Out in accordance with the provisions set forth in Articles V and VIII below and subject to Section 5.6 below.
- (d) Operation, maintenance, repair and replacement of all building systems, all structures, the Fit-Out, all streets, parking areas, grounds and other Site Improvements.
- (e) All taxes, non-energy utility costs and other operating costs, except for certain increases to such expenses, as the Government's liability for such increases is described in Sections 2.6 and 2.7.
- (f) Provision of twenty-five (25) reserved parking spaces.

2.15. Vending Facilities. A portion of the Leased Premises (approximately 2,000 occupiable square feet) will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). Tenant will control the number, type and locations of vending facilities and will control and receive income from all automatic vending machines. Tenant will assure that the facility(ies) does not compete with other facilities having exclusive rights in any building. Lessor shall advise Tenant if such rights exist.

2.16. Quiet Enjoyment. Lessor covenants and warrants that the Government, subject to payment of Rent as and to the extent provided herein, shall lawfully and quietly hold, occupy, and enjoy the Site, Improvements and Leased Premises during the Term without the hindrance or interference of anyone claiming by, through or under Lessor or anyone within the control of Lessor.

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ARTICLE III

RENT

3.1. Tenant's Obligations to Pay Rent. The Government shall pay Rent, in arrears, at a monthly rate equal to one-twelfth (1/12th) of the annual Rent determined in accordance with Section 2.1.1 above. The obligation of the Government to pay the Rent is a general, full faith and credit obligation of the Government not subject to the availability of appropriated funds.

3.2. Lump Sum vs. Amortization. This Lease describes a Fit-Out Allowance which shall be provided by Lessor as part of the Base Rent. Incident to acceptance of the entire Leased Premises by the Government, the Government and the Lessor will determine the amounts chargeable against the Fit-Out Allowance and shall reflect their final agreement on the entire amount chargeable against the Fit-Out Allowance in writing. To the extent that a portion of such Fit-Out Allowance is unused, Tenant may, at its sole discretion, elect to receive a lump sum payment in the amount of such unused Fit-Out Allowance or apply such amount against the next installment(s) due of Rent.

For tenant improvements and Fit-Out in excess of the Fit-Out Allowance and for tenant improvements which are initiated after the completion of initial space alterations Tenant may, at its sole discretion, fund said improvements using the following methods:

(a) For improvements under Five Million and No/100 Dollars (\$5,000,000.00), Tenant shall pay a lump sum.

(b) For improvements over Five Million and No/100 Dollars (\$5,000,000.00), Tenant may pay lump sum or may fully amortize the cost of the improvements over the Initial Term through a corresponding adjustment in the rental rate. The amortization rate will be determined by the addition of the fixed percentage set forth in Line 9 of Schedule 3.1 (Rent Schedule) to the effective yield of the United States Treasury security which matures at or near the expiration of the Lease. The applicable United States Treasury security shall not be an inflation adjusted type of security. The fixed percentage includes the carry costs during the pre-acceptance period and reasonable transaction costs (legal fees, recordation, underwriting, rating, issue discounts and due diligence). The Lessor may, at its sole discretion, designate a maximum amount which may be amortized as described above. Such maximum shall be at least Five Million and No/100 Dollars (\$5,000,000.00). In the event that the Lessor designates such a maximum, Tenant shall fund any improvements in excess of this maximum through a lump sum payment.

(c) Government funding for initial Fit-Out in excess of the Fit-Out Allowance shall be limited to Twenty-Nine Million and No/100 Dollars (\$29,000,000.00) ("Above GSA-Standard Fit-Out Sums") and shall be paid lump sum to the Lessor's Lender or Master Servicer at the time of the Financial Closing. Such funds shall thereafter be treated as part of the Fit-Out Allowance for all purposes of this Lease, except for Section 6.1.1 below.

3.3. Non-Interruptibility of Base Rent. Except in the event of a fire or other casualty as specifically provided by the terms of this Lease, once the Financial Closing has occurred, the Government may neither terminate the Space Lease portion of this Lease nor set off, abate, suspend,

reduce or terminate the Base Rent or any portion thereof for any reason, including without limitation, any breach by Lessor of its obligations under this Lease.

3.4. Payment.

3.4.1. Prompt Payment. The Government will make all payments due under the terms and conditions specified in this Section 3.4.1. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this Section 3.4.1 are calendar days, unless otherwise specified.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month. If the Commencement Date is other than the 1st day of a month, the Rent for the first and last months of the Lease Term shall be prorated.

(2) Other payments. The due date for making payments other than Rent shall be the later of the following two events:

- (i) The thirtieth (30th) day after the CO has received a proper invoice from the Lessor.
- (ii) The thirtieth (30th) day after Government acceptance of the work or service.

However, if the CO fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the thirtieth (30th) day after the Lessor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Lessor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Lessor
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

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(vi) Name and address to whom payment is to be sent (must be the same as that in the remittance address in this Lease as the same may be assigned pursuant to the Assignment of Claims Act.)

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government shall determine whether an invoice is in proper format within seven (7) days of its receipt of an invoice, and if it is not in proper format, advise the Lessor of such fact in writing within such 7-day period.

(3) The Government will inspect and determine the acceptability of the work performed or services delivered within seven (7) days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the Lease, the seven (7) days will be counted beginning with receipt of a new invoice or notification.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties under this Section will not continue to accrue after the filing of a claim for such penalties under Section 9.27, or for more than one (1) year. Interest penalties of less than One and No/100 Dollars (\$1.00) need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with Section 9.29.

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3.4.2. Electronic Funds Transfer Payment.

(a) Payments under this Lease will be made by the Government by electronic funds transfer ("EFT"). No later than thirty (30) days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(b) For payment by EFT, the Lessor shall provide the following information:

(1) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Lessor, during the performance of this Lease, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than thirty (30) days prior to the date such change is to become effective.

(d) The documents furnishing the information required in Section 3.4.2 must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

3.4.3. Invoice Requirements. (This Section 3.4.3 applies to payments other than Rent. No invoices are required for Rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the CO or as otherwise specified in a particular purchase/delivery order.

(b) If information or documentation in addition to that required by Section 3.4.1 of this Lease is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

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3.4.4. Assignment of Claims.

(a) The Lessor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this Lease to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this Section 3.4.4(b) shall cover all unpaid amounts payable under this Lease, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Lease.

(c) The Lessor shall not furnish or disclose to any assignee under this Lease any classified document or classified information related to work under this Lease until the Contracting Officer authorizes such action in writing.

3.5. Service Reserve Account. Subject to the last sentence of this Section 3.5, the Service Reserve Account shall be maintained, pursuant to an escrow agreement in a separate interest-bearing account at one or more federally insured institutions selected and agreed to by both the Lessor and the Government, (a) to provide for payment for various capital repairs and replacements (not including any Operating Services) required by the terms of this Lease and (b) as security for the benefit of the Government for the performance of Lessor's obligations under this Lease. Upon Lessor's receipt of Rent from the Government each month, Lessor shall promptly thereafter deposit additional funds, if required, in order to maintain in such account an amount not less than the Initial Deposit, except that in no instance will the Lessor be obligated to deposit an amount greater than Ninety-Eight Thousand Three Hundred Forty-One and 93/100 Dollars (\$98,341.93) within a single month. Earnings or interest on the Service Reserve Account shall be added to the balance of the Service Reserve Account to be used for the same purposes as the Initial Deposit. The Lessor shall provide, or cause to be provided, to the Government an annual statement detailing the deposits to, earnings on and withdrawals from such account. Any amounts remaining in the Service Reserve Account at the end of the term of this Lease shall, absent a continuing Lessor default under the Lease, be returned to Lessor; provided, however, if the Government exercises its purchase options as set forth in Section 2.4 of this Lease, it shall acquire all right and title to the Service Reserve Account (prorated in proportion to the percentage of the Leased Premises being purchased), at such time as the Government (or its designee) acquires the Leased Premises or such portion thereof. The Government shall be entitled to demand withdrawals from time to time from the Service Reserve Account in the event that a Lessor default continues beyond any applicable notice and cure period and the Government incurs or reasonably expects to incur any expenses in remedying such default, all as more particularly set forth in Section 9.16 of this Lease. To the extent that the Lessor's Lender allows the Government access and rights to the funds which the Lender has caused the Lessor to escrow for repairs and replacements, and to the extent that such access and rights are documented in a tri-party agreement which provides the Government with substantially the same rights and remedies as

described above, funds escrowed for repairs and replacements with Lessor's Lender shall be applied toward the requirement establishing and funding a Service Reserve Account.

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ARTICLE IV
PARKING AND TRANSPORTATION

4.1. Parking.

4.1.1. Lessor shall provide and there is included within the rental rate twenty-five (25) reserved parking spaces, which shall be grouped together and located proximate to a main employee entrance.

4.1.2. The Lessor shall design and construct, at its cost, two (2) separate structured parking garages containing a minimum of three thousand five hundred sixty-one (3,561) automobile parking spaces, as shown on the Site Plan.

4.1.3. USPTO shall have the exclusive right to use and control parking garages located adjacent to the Leased Premises pursuant to the terms and provisions of a separate lease agreement between USPTO, as tenant, and Lessor, as landlord, (the "Parking/Townhouse Lease") as long as such Parking/Townhouse Lease remains in effect. All of USPTO's rights under the Parking/Townhouse Lease will be fully assignable to the Government without Lessor consent. In the event USPTO fails to renew the Parking/Townhouse Lease for any reason or defaults thereunder, Lessor agrees to provide written notice to the Government of such failure to renew or tenant default and Lessor agrees that the Government shall have the right, but not the obligation, to cure such default and/or to assume USPTO's rights and obligations under the Parking/Townhouse Lease, on the same terms and conditions set forth therein, at any time within ninety (90) days from the date of such written notice from Lessor.

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(e) Copy of the fully-executed trust agreement for the Project Financing in form and content reasonably acceptable to the Government, together with two (2) original fully-executed counterparts of a disbursement agreement, to which the Government is a party, governing the disbursement of, among other things, Project Financing proceeds to be used for the Fit-Out, including the Fit-Out Allowance and the Above GSA-Standard Fit-Out Sums, the "stand-by" funding sums (described below) securing the Lessor's obligations in the event of Project Delay, the Service Reserve Account and any additional Fit-Out costs paid by the Government after the initial build-out and acceptance of the Leased Premises. The Lessor shall provide for forty-five (45) days of "stand-by" funding for use by the Government to satisfy its rental payment obligations to Lessor for any period of time between the Commencement Date and the Composite Acceptance Date (as defined below). The Lessor shall secure such "stand-by" funding through placement at Financial Closing of a portion of its development fee, such deposited amount being equal to \$7,274,608.37, in an interest-bearing escrow or trust account with the Lessor's Lender. Interest earned on such "stand-by" funds shall be for the benefit of, and available to pay, Total Project Costs. Alternatively, such amount may be "net funded" such that the escrow will contain the stipulated amount as of the Commencement Date, as demonstrated to the Government's satisfaction. The disbursement agreement shall provide that if the Government, in its sole and absolute discretion, makes a finding prior to the Commencement Date, which finding shall be made no earlier than thirty (30) days prior to the Commencement Date, that the construction and delivery of the Leased Premises has been delayed such that the Composite Acceptance Date may be later than the Commencement Date, Lessor and the Lessor's Lender shall consent to the Government immediately drawing, without condition or limitation, on the "stand-by" funds beginning on the Commencement Date, to reimburse the Government's rental payment obligations under this Lease for the period if any between the Commencement Date and the Composite Acceptance Date. The Government's ultimate retention of the "stand-by" funds shall be subject to a final resolution of the amount of Project Delay (as defined below) once the Composite Acceptance Date has been established in accordance with this Lease and shall be subject to repayment to the extent the Government draws funds to which it is subsequently determined it was not entitled. The trust agreement referenced above shall provide that, if the Government is making the Base Rent payments hereunder, the "stand-by" funds may not be used by the Lessor's Lender for any purpose other than as described in this paragraph, including a prohibition on any use of such "stand-by" funds as cash collateral following a default under the Project Financing.

(f) Two (2) original, fully-executed escrow agreements establishing an escrow into which Lessor shall have deposited a fully executed general warranty deed for the escrow agent to hold, which escrow shall provide that in the event of a bankruptcy involving Lessor or other default by Lessor in complying with its obligations with respect to the Purchase Option, then, at the time such Purchase Option may be exercised in accordance with the Lease, the Government shall have the right to tender the payment amount for the Purchase Option (determined in accordance with the terms of this Lease) to the escrow agent and receive the general warranty deed automatically and without any further action or requirement.

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ARTICLE V

POST AWARD DEVELOPMENT

5.1. Evidence of Capability to Perform.

5.1.1. On or before the date of Financial Closing (as defined below), but in no event later than December 31, 2001, with all items to be provided concurrently, the Lessor shall provide to the Government:

(a) Evidence of debt and equity (which for this purpose shall include a minimum cash equity commitment of \$15 million by the Lessor) closings in an aggregate amount no less than that required to fund all anticipated project costs as determined by the Lessor, subject to the reasonable approval of the Government, as such total hard costs, fees and other soft costs necessary to acquire, develop, construct and improve the Leased Premises in accordance with the requirements of this Lease ("Total Project Costs") are set forth on the project budget attached to this Lease as Schedule 5.1.1 (the "Project Budget"). The Lessor shall use its best efforts to maximize the par amount of, and available proceeds under, the Project Financing. In the event the Project Financing results in aggregate available funds (which for this purpose shall include the minimum cash contribution to such aggregate funding by the Lessor of \$15 million) in excess of Total Project Costs, the first \$20 million plus 50% of all amounts in excess of \$20 million of such excess shall immediately be available to the Government following the closing of the Project Financing (the "Financial Closing") to pay costs associated with this Lease or the Facility which are the responsibility of the Government, as directed by the Government in its sole discretion. The other 50% of amounts in excess of \$20 million shall accrue to the benefit of the Lessor. Lessor agrees to permit active involvement of the Government and/or its financial advisors with respect to the placement of the Project Financing, including but not limited to review of financial disclosure statements and any other bond marketing materials, and oversight of the sale of project bonds. The Government agrees that its participation pursuant to this paragraph shall be for the purpose of ensuring that the Project Financing is placed in the manner that will be most efficient and cost-effective, and will generate the maximum proceeds.

(b) Evidence that the land closing(s) have occurred and that fee simple title to the Site is unconditionally and irrevocably vested in the Lessor, subject only to easements and other title exceptions reasonably acceptable to the Government, which evidence shall include a time-stamped copy of any deeds and a current title policy or commitment evidencing the status of title.

(c) Two (2) fully executed memoranda of lease in acceptable form and meeting the requirements of Section 2.12 above.

(d) Two (2) original, fully executed subordination, attornment and non-disturbance agreements consistent with Section 9.3 below.

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(g) Copy of executed contract, together with all exhibits and schedules, delineating development services between Lessor and LCOR PTO Development Services LLC (with R. William Hard as project principal) as the Developer, in form and content reasonably acceptable to the Government.

(h) Copy of executed contract, together with all exhibits and schedules, between Lessor and LCOR Asset Management Limited Partnership as the O&M Firm responsible for the operations and maintenance of the Facility, in form and content reasonably acceptable to the Government.

(i) Copy of an executed Base Building Architectural/Engineering contract, together with all exhibits and schedules, with the primary Facility design firm of Skidmore, Owings & Merrill LLP., in form and content reasonably acceptable to the Government.

(j) Copy of an executed Fit-Out architectural/engineering contract, together with all exhibits and schedules, with the primary Fit-Out design firm of Gensler Architecture, Design & Planning Worldwide, as the Fit-Out Space Planning and Interior Design firm, in form and content reasonably acceptable to the Government.

(k) Copy of an executed construction contracting agreement for the excavation and backfilling of the Project between Lessor and Roy F. Weston, Inc., together with all exhibits and schedules, in form and content acceptable to the Government.

(l) Copy of an executed Base Building and Fit-Out construction services agreement, together with all exhibits and schedules (the "Turner Contract"), with the primary Facility general contractor, Turner Construction Company, Inc. ("Turner"). The Turner Contract shall be in form and content acceptable to the Government and shall require Turner to substantially complete and turn over the Facility in Stages (as hereinafter defined) in full compliance with this Lease and in a timely manner in accordance with the Delivery Schedule. The Turner Contract shall provide for payment of liquidated damages in a *per diem* amount that is no less than the *per diem* Base Rent that the Government is obligated to pay under this Lease (calculated on a square footage basis for space which is not delivered in accordance with the Delivery Schedule). The liquidated damages provided under the Turner Contract must be covered by the general contractor's bond or covered by insurance, in each case acceptable to the Government and in each case naming the Government as an obligee/beneficiary of the proceeds thereof. Lessor agrees to assign to the Government Lessor's rights with respect to the collection of liquidated damages in the event the Government is obligated to pay Base Rent for any period between the Commencement Date and the Composite Acceptance Date greater than forty-five (45) days which is or may be caused by the actions or omissions of Turner, with Lessor retaining any liquidated damages against Turner in excess of those sums that may be claimed by the Government. Lessor agrees that the Turner Contract shall provide for a weighted average substantial completion of the Project within 978 calendar days of Lessor's written notice to proceed. Lessor further agrees to issue a written notice to proceed to Contractor on or prior to the date of Financial Closing. The Turner Contract must contain general terms and conditions that generally are standard for a

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contract of its size, nature and scope. Lessor shall agree, and the Turner Contract shall provide, that change requests instituted by the Government will, to the maximum extent possible, be accommodated within the then-existing construction schedule without attribution of delay. The Turner Contract shall provide for Turner's continuance of work pending resolution of disputes between the Government and the Lessor, between the Lessor and Turner and/or Turner's suppliers and subcontractors. The Turner Contract shall require, as a condition to the final disbursement to Turner, that Turner shall execute a certification to the Government, together with appropriate invoices, budget reconciliations, paid receipts and other back-up information, regarding the amount of any savings between the guaranteed maximum price stipulated in the Turner Contract and the actual cost of all work performed by Turner thereunder. Lessor acknowledges and agrees that any allowance items, other than the Fit-Out Allowance, set forth in or referenced in the Turner Contract, are the sole risk of the Lessor, and the Government shall not be required to fund any costs or expenses related to an underestimate thereof. The Lessor shall provide to the Government a contemporaneous copy of each construction draw request package and any change order requests delivered to the Lessor's Lender or its agent, including all professional certifications, invoices and other back-up information related thereto, in the same form and with the same content as provided to Lessor's Lender, including any supplemental information requested by or on behalf of Lessor's Lender. The Lessor shall not approve any design-related change orders under the Turner Contract without prior written Government approval.

(m) True and correct copies of all payment and performance bonds or insurance policies regarding the construction of the Base Building improvements at the Facility, in each case in form and content reasonably acceptable to the Government. Any such bond shall name the Government as an additional dual obligee and shall be from a bonding company that is listed in Department of Treasury Circular 570 as an approved corporate surety company. Any such insurance policies shall name the Government as an additional insured.

(n) A Memorandum of Agreement ("MOA") between and among, at a minimum, the Lessor, the General Services Administration, the Advisory Council on Historic Preservation, and the Virginia State Historic Preservation Office in accordance with 36 CFR Part 800; provided, that Lessor shall have until January 18, 2002 to satisfy its obligations set forth in this sentence. The MOA shall be incorporated into and made part of this Lease at the time of the MOA's execution. The Lessor shall comply with all terms and conditions of the MOA related to the development of the Site.

(o) Two (2) fully executed certificates from Lessor regarding various factual matters raised herein, including without limitation, the following: confirming all matters addressed in Section 5.1.1(a) above; attaching a true and correct copy of all documents evidencing, governing or securing the Project Financing (the "Project Financing Documents"); attaching a true and correct copy of all documents pertaining to Lessor's acquisition of the Site; and confirming the accuracy of the Project Budget and the inability of the Lessor, the Lessor's Lender or any other entity to reallocate funds to Project Budget line items that are payable to Lessor, Developer or any of their respective affiliates.

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5.1.2. If the Lessor is unable to satisfy the required conditions listed in Section 5.1.1. on or before the date of Financial Closing but in no event later than December 31, 2001, it is understood and agreed (i) that further performance of any obligations of Lessor under this Lease shall be suspended, other than the Lessor's good faith efforts to satisfy such conditions, and (ii) the Government's sole remedy for such breach, absent gross negligence or willful misconduct on the part of Lessor in satisfying its obligations hereunder, shall be the termination of this Lease by the Government, and if the Government exercises its right to terminate this Lease, such termination will be at no cost and without attribution of fault to either the Government or the Lessor.

5.2. Development Overview/Project Planning.

5.2.1. Introduction. The remaining provisions of this Article V set forth the requirements for the design, construction, acceptance and occupancy of the Leased Premises and Facility. In order to meet the Delivery Schedule, it is imperative that the design and construction of the Base Building and the design and construction of the Fit-Out proceed on parallel tracks, through a detailed schedule which carefully integrates the Base Building and Fit-Out work. Such an integrated schedule requires coordination, cooperation, open lines of communication, and a close working relationship between the Government and the Lessor. The remaining provisions of this Article V set forth the process by which the parties shall coordinate and integrate the Base Building and Fit-Out design and construction in order to meet the requirements of this Lease in a cost-efficient and timely manner.

The Lessor shall (i) competitively bid all Fit-Out at the trade contractor level, and (ii) periodically submit to the Government design/construction budgets and projections for the Fit-Out, in each case as described in more detail below in this Article V. The Lessor shall deliver monthly to the Government, as described below, updates to the Project Schedule. Lessor shall comply with the Government's Program of Requirements (the "POR") attached hereto and made a part hereof as Schedule 5.2.1, subject to the provisions of Article VIII below, and Lessor agrees that in the event of any conflict or ambiguity between the terms and provisions of Article VIII or other provisions of this Lease and the POR, this Lease (without regard to the POR) shall govern and control.

5.2.2. Phased Inspection/Occupancy. The Lessor will design and deliver the Leased Space in seven (7) phases or stages (each a "Stage") as shown on the Delivery Schedule. Notwithstanding anything in this Section 5.2.2 to the contrary, (i) delivery of each Stage shall be accomplished in accordance with the Project Schedule (as defined in Section 5.4.6) once such schedule has been agreed to by the parties and definitively established, and (ii) the Government's obligation to accept substantially completed space is subject to the terms and provisions of Sections 5.7.8 - 5.7.12 of this Lease.

5.3. Purpose of Government Reviews. The Lessor is solely responsible for satisfying the minimum quality and performance requirements set forth in this Lease. As described in this Article V, the Government will review and approve many aspects of the Lessor's design and construction of the Facility, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples and completed Base Building and Fit-Out construction. By so doing, the Government shall be attempting to work closely with the Lessor, in an integrated manner, to identify potential design flaws, to enhance the livability of the

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Facility in accordance with Section 8.5, to minimize costly misdirection of effort, and to assist the Lessor as it fulfills the Lessor's sole responsibility to continually monitor whether such design and construction comply with Applicable Laws and satisfy Lease requirements, including the Government's POR and the Government's desire to receive a high-quality Base Building and high-quality Fit-Out, in a manner that is within the applicable budget and schedule. The Lessor remains solely responsible for designing, constructing, operating and maintaining the entire Facility in full accordance with the requirements of this Lease. The design process with respect to the Fit-Out shall be an iterative process and each step in the design shall build upon the prior step with the ultimate result of the process being the Lessor's preparation and the Government's review and issuance of a "Notice to Proceed" with respect to the construction drawings for the Fit-Out for each Stage of the Leased Premises. Notwithstanding the foregoing and any review of the various design submissions by the Government, the Lessor shall remain responsible for the design and construction of the Fit-Out, subject to the understanding that the Government's issuance of a Notice to Proceed for each Stage of the construction shall be deemed an acknowledgment by the Government that the Fit-Out as shown on such construction drawings is suitable for the Government's intended use of the Leased Premises, but shall not in any manner be deemed acceptance or approval by the Government of the design or construction for compliance with Applicable Law, for conformance with the operational requirements of this Lease, for constructibility, for availability of materials specified, or for any other purpose; all of which shall remain the sole responsibility of the Lessor. With respect to modifications requested by the Government at any stage of the Fit-Out design process which are a change from the Government's accepted drawings at an earlier stage of the design process, such modifications shall be treated as a Change for the purposes of this Lease.

5.4. Project Development.

5.4.1. Development Plan. Within one hundred (100) working days of Award, the Lessor shall establish a plan and appoint personnel to manage both the Base Building and Fit-Out design and construction, and shall submit same to the Government. This development plan (the "Development Plan") will demonstrate the Lessor's understanding of the inter-relationship between the Base Building and Fit-Out design and construction, and shall describe and delineate between such phases. The Development Plan will describe in detail all topics set forth in this Section 5.4. The plan will include a staffing chart which delineates various functions, which lists all Project Team (as defined in Section 5.4.2) members, and which describes whether such personnel are responsible for Base Building, Fit-Out or both. Five (5) copies of the Development Plan shall be provided to the CO. The Government shall review the Development Plan and within twenty (20) working days of its receipt, the Government shall either accept it or shall require modifications to the plan in order to properly fulfill the requirements of this Lease.

5.4.2. Project Team. The project team ("Project Team") includes the Developer, the Base Building Architect, the Fit-Out Architect, the principal engineering consultants of each of the Base Building Architect and the Fit-Out Architect and the General Contractor. As part of the Development Plan, the Lessor shall detail how the Project Team members will work together at each design step described in Section 5.6 in order to provide a unified approach to all elements of the work. The Development Plan shall also include a description of the design and construction management organization and other Project Team members, which description shall include, at a minimum:

- (a) The relationship of the interior Fit-Out design and construction management organization, including Lessor and Government functions and personnel, to the Lessor's Base Building Project Team.
- (b) Lines of authority and supervision.
- (c) Relationship to contractors and subcontractors.
- (d) Listing of all design and construction personnel, including position, home office address, name, telephone number and pager number. Listing shall include at a minimum the following: Lessor's principals and key staff, including the Project Executive (as defined in Section 5.4.3), architect principals; engineering principals; lead designers (architectural, interior designer, mechanical, electrical and structural); and specialty consultants, if any, including, but not limited to acoustical, elevator, food service, and fire protection.

No substitutions (voluntary or involuntary) shall be made in the Project Team or in key members of the Project Team without the prior written approval of the Government, in its sole discretion, including a determination by the Government that the proposed substitute satisfies the original qualification requirements for such Project Team member, as set forth in Sections B and C of the SFO. No increases in contract pricing will be allowed when substitutions are authorized by the Government.

5.4.3. Construction Manager. For the construction phase of the Fit-Out, the Lessor shall designate an individual project executive (the "Project Executive") to coordinate and supervise all such construction work. Such individual shall have appropriate experience to provide direction to the work and to ensure conformance with the requirements of applicable building codes, fire and safety codes and approved construction documents. Said individual shall meet all requirements of the local building authorities and be acceptable to the Government. The Project Executive shall be located on Site.

5.4.4. Cost Control. The Development Plan shall detail how design and construction costs related to the Fit-Out will be controlled internally and how payment requisitions will be generated. It shall also indicate how the Lessor will maintain quality at the lowest overall cost to the Government and how price adjustments for Government directed changes will be minimized. The Development Plan shall describe how selecting alternative options, cost estimating and monitoring will be performed.

5.4.5. Quality Control. The Development Plan shall include a narrative describing the general approach for inspections and tests of all major building systems and features supported by a preliminary outline of building components that will impact or demonstrate attainment of performance requirements. The Development Plan shall outline specific controls to be put in place to guarantee quality within the design and construction of the Fit-Out, and shall identify the specific personnel having responsibilities for maintaining this program.

5.4.6. Project Schedule.

(a) At least ten (10) working days prior to Financial Closing, the Lessor shall prepare a schedule (the "Project Schedule") which shall reflect the phased development described in Section 2.5 above and which shall adhere to the substantial completion dates for each Stage, as set forth in the Delivery Schedule (such Stage substantial completion dates as set forth on the Delivery Schedule are referred to as the "Required Delivery Dates").

The Project Schedule shall start as of June 1, 2000, and shall graphically represent, in as much detail as is reasonably possible (i) all major post-award responsibilities and pre-design activities (e.g., financing, site acquisition, contract awards, site plan and other governmental approvals, Development Plan submission, executive presentations and design workshop), (ii) all design activities (e.g. Program Verification and Space Analysis, Universal Plan and, for each Stage, Space Plans, DIDs and CDs), and (iii) the competitive bidding and construction period for each Stage, together with Substantial Completion of each Stage, the period for Government final inspection and the scheduled Government acceptance date (which may not be later than the Required Delivery Dates).

The Project Schedule shall integrate and show all Government review and inspection periods consistent with and as required by Section 5.6.1 or otherwise by any provision in Article V of this Lease. Budget and cost estimate submissions shall be deemed to be a part of the applicable design submissions and need not be shown as a separate activity, except that all competitive bidding shall be shown as a separate activity. In addition, the Project Schedule shall integrate and show major design, approval and construction activities for the Base Building and shall reflect the inter-relationship between the scheduling of all Base Building and all Fit-Out. The end date of each of the activities described in items (i) through (iii) in the preceding paragraph shall be referred to as a "Schedule Milestone."

When accepted by the Government, the Project Schedule shall become the definitive design and delivery schedule for the development of the entire Facility from which all Delay shall be calculated. Delays occurring before acceptance of the Project Schedule shall be treated in accordance with Article IX. The Schedule Milestones shall be deemed to have been accepted by the Government when it approves the Project Schedule. In no event shall the Government be obligated to approve a change in the Required Delivery Dates.

(b) Within twenty (20) working days after the closing of the Project Financing, Lessor shall prepare a preliminary construction schedule for the Base Building construction (the "Base Building Construction Schedule"). Such Base Building Construction Schedule shall be in sufficient detail to allow reviews of activities for individual Buildings, and for all major elements of such construction, including without limitation, structural, mechanical, electrical, plumbing, elevators, architectural finishes, parking facilities, roads and site work. The Base Building Construction Schedule shall identify potential long lead-time items. When reviewed by the

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Government, such Base Building Construction Schedule shall become a part of the Project Schedule.

(c) Within eighty (80) working days after the closing of the Project Financing, Lessor shall provide a preliminary construction schedule for each Stage of the Fit-Out showing major elements of such construction (i.e., drywall, ceiling grid, lights, HVAC ductwork, plumbing, electrical and interior finishes) (the "Fit-Out Construction Schedule") (the Base Building Construction Schedule and the Fit-Out Construction Schedule shall hereinafter sometimes be referred to, individually, as a "Construction Schedule" and collectively, as the "Construction Schedules"). When accepted by the Government, such Fit-Out Construction Schedule shall become a part of the Project Schedule.

(d) From time to time as appropriate, but in all events no later than the earlier of (i) for Base Building construction (A) obtaining the necessary permits to allow such work to commence and (B) completion of CDs for such Base Building construction, and (ii) for Fit-Out construction (A) obtaining the necessary permits to allow such work to commence and (B) receipt of the bids for each Stage of such Fit-Out, Lessor shall provide (as a supplement to and as part of the Project Schedule and Construction Schedules), an updated Construction Schedule for the applicable portion of the Base Building Construction or Fit-Out reflecting (i) all activities to be carried out as part of such construction and (ii) the actual intended sequence and timing of such construction activities. All such final Construction Schedules shall reflect all slack times and "float periods;" shall be realistic and shall represent the Lessor's best judgment and intended plan for execution of all construction work; and shall define activities at a level of detail sufficient to support effective planning, control, status reporting and monitoring.

(e) The Lessor is required to operate in both anticipatory and reactive modes in order to see that the Project Schedule, including each integrated Construction Schedule, is met. The Lessor shall take the initiative, act in advance to generate activity, and follow-up so that all services are started and completed in accordance with the Project Schedule.

(f) The Project Schedule, all Construction Schedules and all supplements and updates thereto shall be provided to the Government in electronic format and in print format, subject to Sections 5.4.9 and 5.6.9.

(g) The Government shall have twenty (20) working days to review and either accept the proposed Project Schedule (with the exception of the Required Delivery Dates which are accepted as of the date hereof) or to require revisions thereto in order to meet the requirements of this Lease. Once accepted in writing by both parties, the Schedule Milestones shown on the Project Schedule shall become the baseline against which Lessor Delay and Government Delay is measured. In complying with those time tables and dates set forth in the accepted Project Schedule, time is of the essence.

(h) The Lessor is required to update the accepted Project Schedule (including Construction Schedules) on a monthly basis, as set forth in Section 5.6.9; provided,

however, such monthly updates are for information only, and do not constitute a revision to the established Project Schedule unless the CO specifically agrees in writing to amend the Project Schedule.

(i) If the Lessor desires to accelerate the delivery of any Stages in advance of the Required Delivery Dates, the Lessor shall provide the Government with as much prior notice of such proposed accelerated delivery dates as is possible.

5.4.7. Executive Presentations. The Lessor shall provide to the Government two (2) executive presentations at a time and place within the Washington, DC metropolitan area designated by the CO. These presentations shall be attended by the Lessor's key personnel as well as appropriate members of the Lessor's Development Team. The first presentation will involve a macro-level discussion of the development concept (accompanied by the architectural model and other appropriate aids), and the second presentation will involve a more detailed presentation of the Development Plan, Project Schedule and description of all design and construction steps. The Development Plan shall acknowledge this obligation.

5.4.8. Photographs. After commencement of construction, the Lessor shall submit, on a monthly basis, in either print or digital format (two (2) sets of print or one (1) set of digital), twenty-four (24) 5" by 7" color photographs reflecting the development of the entire Facility. All photographs shall be taken by a competent photographer experienced in architectural or technical photography, as appropriate. All will become the property of the Government upon delivery to and acceptance by the COR. Each photograph shall be accompanied by at least the following information: name and location of site; date taken; identity of Lessor; what was photographed and from where taken; and identity of photographer. In any event, at least ten photographic sites shall remain constant throughout the project life, as such sites are mutually determined by the Lessor and the Government. The Development Plan shall acknowledge this obligation.

5.4.9. Website/Electronic Formatting. The Lessor at its option may develop an Internet website for the USPTO headquarters consolidation project. If the Lessor develops such a website, the website may include both a public information area in form and with content as approved by the Government and a secured private information area with appropriate software firewall protections and controlled access. Among other things, the secured private information area may be used as the vehicle to distribute all deliverables required or desired under this Lease (other than notices and Government acceptances) which can be distributed in electronic format, including meeting minutes, the Project Schedule and updates to the Project Schedule, project photographs, budgets and Cost Estimates, plans and specifications, including the Space Analysis, Space Plans, DIDs and CDs for all stages of the project, cost reports or requisitions and any other information capable of delivery in electronic format. To the extent any deliverable or other information is provided in a timely manner (which shall mean one (1) business day prior to the date such deliverable or information is due) to the Government in electronic format through the website, there shall be no requirement to deliver hard or print copies of such deliverable or other information.

5.5. Base Building Design and Construction.

5.5.1. Introduction. The Lessor shall produce the Base Building construction documents in conformance with the requirements of the Lease. The Lessor shall schedule the production of Base Building construction documents such that all information required for the Fit-Out design is available in a timely manner. The Lessor shall schedule the Base Building construction such that Base Building construction is completed to an appropriate level before Fit-Out construction begins. The Government has approved the Base Building design as described in this Lease and the schedules attached hereto, including the Design Documents. The Government has approved the Turner Contract. There shall be no changes or revisions to the Base Building design without prior written Government approval, including without limitation, any proposed design-related change orders under the Turner Contract.

5.5.2. Government Copies. The Lessor shall provide the following Base Building drawings (at half of their original size) to the Government for its use: site plan and landscape plan, representative architectural plans, exterior elevations showing window placements and materials selections. The Lessor shall provide other Base Building drawings such as architectural details, structural, mechanical, electrical or plumbing drawings to the Government for review in all instances where such drawings include substantive changes from the drawings made a part of this Lease or subsequently submitted to the Government. In addition to graphically highlighting any material changes on the drawings themselves, the Lessor shall provide to the Government a brief narrative description listing each such change from the Lessor's drawings included in this Lease, as well as the reasons for such change. The Government shall review the submitted Base Building drawings only for general conformance with the requirements of the Lease.

5.5.3. Architectural Model. Within forty (40) working days after the Financial Closing, Lessor shall provide a detailed architectural model of the entire Facility. The Lessor may utilize the existing massing model base. The architectural model shall display each Building's overall configuration and massing in the context of the Site. It shall depict topography, pedestrian and vehicular circulation, parking, and landscape features. It shall also depict the materials, colors, and details on each building's exterior, including the window/glazing details.

5.6. Tenant Fit-Out Design and Pricing.

5.6.1. Introduction.

(a) The Government has provided the Lessor with the POR, receipt of which is hereby acknowledged by the Lessor. As described in more detail below, the Lessor shall perform a Program Verification and shall produce a Space Analysis, Universal Plan and related Budget (as such terms are defined in Sections 5.6.3, 5.6.4 and 5.6.8) for the Fit-Out of the entire Facility. Subsequent to the Space Analysis, the Lessor shall produce the Fit-Out design submissions in seven Stages. Construction and delivery of constructed spaces shall also occur on a Stage by Stage basis. As described in more detail below, for each Stage, the Lessor shall prepare and submit for Government review and acceptance, a Space Plan, DIDs and CDs, as well as a Cost Estimate for each such design submission (as such terms are defined in Sections 5.6.5 - 5.6.8). The Lessor shall competitively bid the Fit-Out work for each Stage or group of Stages, in accordance with the requirements of Section 5.6.10, to ensure that

the proposed Scope of Work (as defined in Section 5.6.10) can be completed within the Fit-Out Allowance allocated to such Stage or Stages, as based on the Budget and previous Cost Estimates.

(b) The design of the Joint Use Spaces located in each Stage shall proceed on a parallel track with that of the general office space. Within each track, however, the Lessor shall phase and schedule the design process such that no more than one (1) design submission is delivered to the Government within any period of ten (10) working days, not including revisions or resubmissions. This means, for example, that during any ten (10) working-day period, the Lessor shall deliver to the Government no more than one (1) Space Plan, or one (1) set of DIDs, or one (1) set of CDs (in each case covering, at most, one (1) Stage. This timing requirement shall not apply to revisions or resubmissions, which are described below. If the Lessor fails to make a complete and sufficiently detailed submission by the date established in the accepted Project Schedule for that Fit-Out design submission (Program Verification, Space Analysis, Universal Plan, Space Plan, DIDs or CDs), the same shall constitute Lessor Delay. The Government shall review the proposed Space Analysis and shall provide written comments within ten (10) working days of receipt. The Government shall review the proposed Universal Plan and shall provide written comments within ten (10) working days of receipt. The Government shall review each Space Plan and shall provide written comments within twenty (20) working days of receipt. The Government shall review each DID submission and shall provide written comments within thirty (30) working days of receipt. The Government shall review each CD submission and shall provide written comments within twenty (20) working days of receipt. The Lessor shall incorporate the Government's comments into each subsequent design submission, except that the CD review comments will be included in a revised CD submission by the Lessor. The Government shall review and provide written comments to each revised CD submission within ten (10) working days of receipt. The Government may, at its election, include its comments to the revised CDs in a Notice To Proceed (as defined in Section 5.7.1), in which case further CD submissions from the Lessor are not required. If, however, the Government reasonably believes that its CD comments entail substantive changes to the Scope of Work, the Lessor shall be required to revise and resubmit the CDs within ten (10) working days of receipt of the Government's written comments. The Government shall review and comment within five (5) working days of receipt of any subsequent revisions, said process continuing until, in the Government's reasonable estimation, resubmission is not required. The Government's review and approval of the CDs for a particular Stage is limited to the documents' conformance to the specific requirements of this Lease and to the approved DID plans and specifications for that Stage.

(c) In every case, the Lessor shall incorporate the Government's review comments, except to the extent that, in the Lessor's best professional judgment, those comments do not conform to Applicable Laws or to best industry standards or practices. If the Lessor does not incorporate a review comment, the Lessor shall provide a written response to the Government, indicating why the Government reviewer's objection and/or recommended course of action was not followed. Any increases in the design costs for a particular Stage which result from a design change to a previously-

approved design submission for that Stage, shall be reimbursed by the Government; provided, however, the Government may require the Lessor to make value engineering changes at its own cost if those changes are required due to inaccuracies in the Cost Estimate or Budget for the previously-approved design submission.

(d) The Lessor shall prepare the proposed Project Schedule and shall assign task durations in the context of an integrated project delivery per the requirements of this Lease. The Government suggests, based on its past experience with projects of similar scope, that appropriate durations for Lessor design activities should be as follows: Program Verification and Space Analysis of entire Facility, sixty (60) working days; Universal Plan, thirty (30) working days; Space Plans for a Stage which includes Joint Use Space and of the first Stage of office space, fifty (50) working days per Stage; Space Plans of typical office space, thirty (30) working days per Stage; DIDs, sixty (60) working days per Stage; CDs, sixty (60) working days per Stage; and CD Revisions, twenty (20) working days per Stage.

Throughout the design process, the Government shall cooperate with the Lessor and shall provide, in a timely manner and in accordance with the accepted Project Schedule, all information which may be reasonably required by the Lessor to produce each design submission.

5.6.2. Design Workshop. After award of the Lease, the Lessor shall sponsor a design workshop, which shall be a two to three day event led by design professionals and attended by representatives of the USPTO, GSA and the Lessor (including, at a minimum, members of the A/E Firm, Interior Architect, General Contractor and Developer). The Lessor shall provide facilities for the workshop, an independent facilitator with a knowledge of design issues, and a reporter who will document the proceedings and produce the final report. The Government may, at its sole expense, invite a panel of prominent design professionals to participate in the workshop, which may include practicing architects, educators, theorists, critics, writers, and other individuals in design related fields. The purpose of the workshop is for the Government and the Lessor to learn about current design issues and approaches which may be applicable to the USPTO project, and for both to freely discuss their concerns and their responses to ideas raised within the workshop.

5.6.3. Program Verification and Space Analysis. The Government has provided the Lessor with a printed copy of the POR which includes the number and size of spaces required for the Joint Use Spaces, distributed spaces, office spaces and support spaces and shall promptly provide a copy in electronic format. The POR includes adjacency requirements and prototypical space layouts for standard office types and support spaces.

The Lessor shall conduct interviews with the USPTO as required to verify that the exact office quantities and sizes are correct (the "Program Verification"). Based on the results of the Program Verification, the Lessor has prepared a space analysis dated February 19, 2001 ("Space Analysis") and accepted by the Government on March 1, 2001, which Space Analysis is hereby incorporated by reference into this Lease. The Space Analysis shall include an updated POR provided in an electronic format acceptable to the Government and coordinated by the Lessor which shall include a listing of the quantity, size and adjacency requirements for every space in the Facility. In addition, the Space Analysis shall include blocking and stacking

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drawings for the entire Facility. The Lessor shall produce blocking and stacking drawings based on the Program Verification. When submitting the Space Analysis to the Government, the Lessor shall also submit the Budget for the Fit-Out of the entire Facility.

5.6.4. Universal Plan. Within thirty (30) working days after completion of the Program Verification and the Space Analysis process (including receipt and response to Government comments), the Lessor shall develop and shall deliver to the Government for its review and acceptance in accordance with Section 5.6.1, a universal plan (the "Universal Plan") and narrative related thereto which will be used as the basis for the design of the office space. The Universal Plan shall address placement of distributed spaces, uniformity of circulation patterns and the relationship of workstations to their support spaces. The Universal Plan shall accommodate layout variations from floor to floor, and shall facilitate the evolution of the USPTO from a paper oriented to an automated environment. The Lessor shall refine the Universal Plan after testing its validity during completion of Space Plans for the first Stage of office space and shall submit the revised Universal Plan to the Government for Government review and acceptance.

5.6.5. Space Plans. "Space Plans" are defined as fully dimensioned (i.e., drawn to scale) drawings of the Leased Premises, or applicable portion thereof, which include basic architectural information, including: wall types and locations, and door types and locations. No specifications are required with Space Plans. The Lessor shall include a Cost Estimate with the Space Plans for each Stage. The Space Plans for a particular Stage shall include the most current Base Building information for that Stage to the extent it is required or necessary in order to coordinate the Fit-Out design.

5.6.6. Design Intent Documents. The Lessor shall incorporate all of the Government's Space Plan comments for each particular Stage into the design intent documents for the Fit-Out for that Stage or if a comment is not incorporated, shall respond in writing, as described in Section 5.6.1. Design intent drawings and related documents ("DIDs") shall include all appropriate drawings and related information, including but not limited to the following:

- All interior plans
- Interior wall/partition details
- Interior finish plans, schedules and samples
- Interior elevations
- Typical casework and cabinetry details
- Generic furniture plans for the typical office space; furniture, loose fixtures and equipment location plans (inventory of Tenant's furniture and equipment shall be supplied by the Government) for remainder of space
- Fit-Out toilet room layouts/details (architectural)
- Floor equipment room, elevators, stairwells, and wire closets location (architectural)
- Food service equipment layout (architectural) (if applicable to the Stage in question)
- Perspectives of Cafeteria seating area and serving area (if applicable to the Stage in question)
- Perspectives of Fitness Center (if applicable to the Stage in question)
- Perspectives of Child Care Center (if applicable to the Stage in question)

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- Perspectives of Public Search Facility (if applicable to the Stage in question)
- Equipment schedules
- Location of security devices and spaces
- Fire alarm system manual pull stations and smoke detector locations
- Voice/data/electric location plan (coordinated with generic furniture locations)
- Reflected ceiling plans, including lighting fixture locations and switching controls locations
- Identification of any tenant required mechanical, electrical or plumbing floor space requirements.

For any information that cannot be incorporated onto the drawings, the Lessor shall provide draft specifications and related catalog material which describe all building equipment, characteristics and material requirements in sufficient detail to prepare the Cost Estimate which shall accompany each DID submission. All DIDs shall include the most current Base Building information to the extent it is required or necessary in order to coordinate the Fit-Out design.

5.6.7. Construction Documents.

(a) The Lessor shall incorporate all of the Government's DID comments for a particular Stage into the construction drawings, specifications, calculations and related documents ("CDs") for the Fit-Out for that Stage, or if such comments are not incorporated, shall respond in writing pursuant to Section 5.6.1. The CDs shall include all building elements, including but not limited to, architectural, mechanical, electrical, plumbing, fire safety, lighting, structural, and any other elements of the work required to make the project complete. CDs shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as those approved at the DID submission for that Stage, and shall incorporate neither extraneous additions nor deletions of requirements. The CDs shall be of sufficient detail to obtain all necessary permits, to competitively bid the applicable Stage and to construct such Stage.

(b) Final CDs shall be signed by, bear the seal of, and show the state certificate number of the architect and/or engineer who prepared the document and/or is responsible for its preparation. The seal shall include any additional information required by the governing jurisdiction.

(c) The Government shall have those rights of review, acceptance and rejection of the CDs as are set forth above in Section 5.6.1. A refined Cost Estimate shall accompany each CD submission, and shall reflect Government comments and concerns to the Budget and to Cost Estimates from previous design submissions. The CDs for a particular Stage shall include the most current Base Building information to the extent required or necessary in order for that Stage to coordinate the Fit-Out design.

5.6.8. Cost Estimates. When the Lessor submits its proposed Space Analysis for the Government's review and acceptance in accordance with Section 5.6.1, the Lessor shall also provide a budget (the "Budget") for all Fit-Out required under this Lease. The Budget shall be

delineated on a Stage-by-Stage basis in accordance with the Lessor's proposed construction and delivery schedule, and shall pro-rate the Fit-Out Allowance and the Above GSA-Standard Fit-Out Sums among such Stages in such manner as the Lessor deems appropriate so as to properly complete each such Stage in accordance with the requirements of this Lease. The Lessor shall also provide a cost estimate ("Cost Estimate") for each Stage of the Fit-Out at each of the Space Plan, DID and CD design submissions steps. The Budget and each Cost Estimate shall be at a level of detail consistent with the submitted drawings, and each Cost Estimate for DIDs and CDs shall be in 16-division CSI format. The Lessor shall estimate any mechanical, electrical or plumbing costs which are required by architectural information shown on a submission, although the specifics of the mechanical, electrical or plumbing design may not be shown. The Cost Estimates shall be refined and improved through each successive submission design step, to reflect the Lessor's prior experience and knowledge as well as the Government's concerns regarding prior Cost Estimates. The Government may require the Lessor to make value engineering changes in a design submission at the Lessor's own cost if such changes to the current submission are required due to inaccuracies in the Cost Estimate or Budget for the immediately preceding design submission for that Stage. Such Budgets and Cost Estimates (and any revisions thereto) shall not constitute "Proposals for Adjustments" or "Cost and Pricing Data" as such terms are understood pursuant to Article IX.

Each Cost Estimate shall demonstrate the design conformance for that Stage to the pro-rated amount of Fit-Out Allowance and Above GSA Standard Fit-Out Sums to be utilized for such Stage, as said allocated amount is set forth in the Budget. The Lessor shall submit a cost control report with each Cost Estimate if construction cost estimates exceed the allocable portion of the Fit-Out Allowance and Above GSA Standard Fit-Out Sums, as set forth in the Budget. This cost control report shall identify the components of the Cost Estimate which caused the excess costs, shall provide a reconciliation of the current Cost Estimate with the most recent previous estimate, and shall identify means, materials, assemblies or components that could be designed or specified differently that would bring the estimated construction costs within the Budget.

5.6.9. Schedule Updates. The Lessor shall update monthly the Project Schedule, which updates shall be in electronic format such as Primavera® or similar scheduling software. The monthly report to the Government shall set forth up-to-date and accurate progress data based upon the Lessor's best judgment, and shall be prepared by the Lessor in consultation with all principal Project Team members and other consultants, contractors, construction managers and suppliers. The monthly report shall also discuss any Project Schedule Milestones or task completion which have been missed by the Lessor or the Government and shall describe all actions which the Lessor shall take to regain the lost time attributable to the Lessor. These monthly schedule updates are provided to the Government for informational purposes only; they shall not constitute an amendment to the approved Project Schedule unless the CO specifically agrees in writing to such amendment of the Project Schedule.

5.6.10. Final Pricing/Bidding. Upon completion of CDs for each Stage or for a combination of Stages, as such combination may be approved by the Government taking into account both cost and schedule concerns and upon Government acceptance of such CDs and the Government's issuance of a written notice to Lessor to proceed with bidding the Fit-Out work reflected in such CDs, the Lessor shall competitively bid such Fit-Out work to ensure that the proposed scope of work as set forth in the approved CDs (the "Scope of Work") can be

completed, in accordance with the requirements of this Lease, within that portion of the Fit-Out Allowance and Above GSA-Standard Fit-Out Sums allocated in the Budget to the completion of that Stage or Stages. All bidding shall be concluded in accordance with those timeframes set forth in the approved Project Schedule.

To ensure that the CO may accept a price based upon a competitive proposal, the following minimum conditions shall be met:

- (a) The fees for all contracting levels above the bidding party (Lessor and/or general contractor and/or architect) shall be as set forth on Schedule 3.1, and if bid below the level of the general contractor, the general contractor's overhead and general conditions shall be a single percentage markup equal to ten percent (10%) of the cost of the work in question. The general contractor's general conditions shall include, but not be limited to, those set forth on Schedule 5.6.10. It is the intent of the Lessor and the Government that the general contractor's general conditions conform to the general contractor's general conditions customarily found in the Washington, D.C. area for work of similar size and complexity. The Government and Lessor intend that subcontractor (i.e., 'bidding party') general conditions will include subcontractor costs for certain cost categories listed on Schedule 5.6.10 provided that such subcontractor costs are customarily included as part of such subcontractors' costs in the Washington, D.C. area for work of similar size and complexity (e.g., temporary toilets are always a general contractor general conditions costs while small tools and consumables can be both a general contractor and subcontractor general conditions cost).
- (b) The Scope of Work is clearly defined in the requests for proposals to each competitor. No Base Building items are to be included.
- (c) A minimum of three (3) qualified contractors shall be invited to participate in the competitive process, and each participant shall compete individually (no collusion).
- (d) At least five (5) working days prior to issuance of any request for proposal, the Lessor shall submit to the CO (i) a list of the solicited contractors, and (ii) a copy of the request that is being sent to those contractors.
- (e) Bids shall be submitted on a lump-sum basis together with a breakdown of costs using a 16-division CSI format and shall include such other information as shall be reasonably required by the Lessor and/or Government.
- (f) The Government will be represented at the opening of the competitive bids, which will be scheduled at a time agreeable to both the Lessor and the Government.
- (g) Each submitted proposal shall be provided to the Government for its review. The proposals shall be summarized in the form of a spreadsheet subdivided according to the applicable Scope of Work. The Lessor is responsible for determining that the requirements of the Scope of Work have been met. The CO reserves the right to form a judgment as to whether the competitive proposals meet the Scope of Work (without

incurring any responsibility or obligations based upon such determination), that the price is reasonable, and that the contractor is qualified to perform the work.

The Lessor shall certify in writing to the Government that best efforts have been made to obtain competitive pricing (within the above terms), and that the Lessor shall accept all responsibility for all prices through direct or indirect contracts with the contractors. The competitive proposals shall include the total price.

If the Lessor determines that a bidder meets the Scope of Work and is the lowest price responsive bid or if the Lessor agrees that the cost to the Government will not exceed the lowest price responsive bid if it selects other than the lowest price responsive bid, and if the CO determines that there is adequate competition, then the CO can issue an award for the subject work and the Lessor shall proceed with the selected bidder. If the CO determines, in his sole discretion, that adequate competition did not exist, the Government may require the Lessor to rebid the subject work. For minor items or for changes to the Scope of Work, as agreed to by the CO, the price does not need to be competitively bid; in such case, a price will be negotiated by the Lessor and the Government, and said price shall be subject to Government cost and pricing policies in effect at the time of submission.

5.6.11. Unit Costs. The Lessor shall bid, compile and submit as a component of the competitive proposal, unit costs for certain Fit-Out items mutually agreed to in writing by the Lessor and the Government. Such submissions shall be made after the conclusion of bidding of each Stage or a combination of Stages (as such combination may be accepted by the Government) and shall be based upon unit prices provided by the accepted bidder plus applicable markup percentages for the general contractor, if applicable, and the architect and Lessor, as such percentages are reflected on Schedule 3.1. These unit costs shall be inclusive of labor, material, overhead, profit, architectural/engineering and other design fees, construction administration costs, and all other costs associated with furnishing and installing the product completely to comply with the manufacturer's recommendation for installation and operation and to conform to Applicable Laws and to the best industry standards. These unit costs, upon acceptance by the Government, shall be used to make adjustments to the settled price of a particular Stage or group of Stages should changes in scope occur before Substantial Completion of the last portion of space in that particular Stage or group of Stages.

5.6.12. Drawing Format. Drawing levels of detail and quality of representation shall adhere to guidelines within the latest edition of Architectural Graphics Standards. All original drawings shall be of consistent size, at least 30" x 42", each sheet offering a title block, north arrow(s), key plan(s) and graphic scale(s). Two-line representation is required for pipes, ductwork, and equipment which is over one foot finished width. Minimum lettering height shall be 1/8". Floor plans and elevations shall be at least 1/8" = 1'-0" scale, unless otherwise approved. Floor plans and sections/elevations of mechanical/electrical equipment rooms, toilet rooms, food service kitchen and all spaces involving rough-in utilities shall be scaled to not less than 1/4" = 1'-0". All drawings shall be legible when reduced to half of the original size and shall be suitable for microfilm reproduction.

The Lessor shall submit the Fit-Out Construction Documents and As-Built Drawings in electronic format. These electronic drawings shall incorporate polygons/regions drawn to ANSI/BOMA Z65.1 standards and shall include (i) polygon for floor rentable area, (ii)

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polygon(s) for all core, building common and floor common areas, and (iii) polygon(s) around an office, conference room or Special Use Space. These polygons will be used to attach region records through the Aperture Space Management Module.

5.6.13. Specification/Calculation Format. All submissions in this Section 5.6 shall use standard white bond paper or formatted sheets, 8-1/2" x 11" bound in snap action three-ring notebooks, organized in a logical sequence, tabbed to each of the sixteen (16) CSI divisions. Calculations shall be titled in each analysis clearly indicating subject/problem being studied, applied references, assumptions, and analysis of answers.

5.6.14. Submission Procedures. Subject to the provisions of Section 5.4.8, for each submission step described in this Section 5.6, the Lessor shall provide (as part of the Fit-Out if such submission relates to Fit-Out) the Government with four (4) full size copies and fifteen (15) half-sized copies of all drawings and nineteen (19) copies of all specifications and calculations. This is in addition to those quantities the Lessor may require for coordination/use outside the Government. Design submissions shall be made directly to the CO. Submissions shall be made at those times set forth in the approved Project Schedule. Unless specifically authorized by the CO on a case by case basis, no submissions may be handwritten. All submissions shall be computer generated.

5.7. Tenant Fit-Out Construction/Inspection and Acceptance.

5.7.1. Notice To Proceed. Within five (5) working days after final acceptance of the CDs for a particular Stage and the completion of competitive bidding for that Stage, the Government shall issue a written "Notice To Proceed" to the Lessor.

5.7.2. Commencement of Work. Upon receipt of the Notice to Proceed for each Stage, the Lessor shall promptly commence with the construction of the Fit-Out to complete the work for that Stage in accordance with the approved Project Schedule.

5.7.3. Shop Drawings. Within ten (10) working days of final acceptance of the CDs for a particular Stage, the Lessor shall submit to the Government a list showing all potential shop drawings for such Stage. The Government shall review such list and shall identify a selective list of drawings and items to review. Shop drawing/product data submissions ("Shop Drawing Submissions") to the Government shall be after review and approval by the Lessor's designer of record. The Lessor shall promptly submit to the Government all such identified shop drawings and product data submissions (e.g., catalog cuts). Shop Drawing Submissions shall be made to the CO and shall include one (1) reproducible copy and six (6) prints of all materials.

The Government shall be allowed ten (10) working days from date of receipt to review these Shop Drawing Submissions. Should Shop Drawing Submissions and/or product changes take place after initial Government review, the Lessor shall resubmit the altered material and the Government shall be allowed an additional ten (10) working days from the date of receipt to review these revised materials.

5.7.4. Progress Reports. Throughout the design, construction and initial occupancy of the entire Leased Premises, the Lessor shall submit to the CO written progress reports at intervals

of ten (10) working days. The reports shall include the current status of the Project Schedule, the percentage of work completed by Stage and trade, and a statement of expected completion. The Lessor shall conduct meetings every other week to brief Government personnel and/or Government contractors regarding the progress of design and construction of the Leased Premises. Such meetings shall be held at a location to be designated by the Government. Accurate meeting minutes, prepared by the Lessor and presented to the Government within five (5) working days of such meeting, shall satisfy the requirements of this paragraph to provide progress reports.

5.7.5. Record Drawings. The Lessor shall maintain two copies of record drawings ("Record Drawings"), representing a clear, marked-up version of black or blue line CDs, reflecting change orders and actual installations and conditions. Notations on Record Drawings shall be made in red pencil or other color corresponding to different changes or categories of work. Marked-up drawings shall always be maintained at the Lessor's construction office, available for Government review. Record Drawings shall note related change-order designations (numbers) on impacted work. When Shop Drawing Submissions indicate significant variations over design drawings, Shop Drawing Submissions may be incorporated as part of Record Drawings. All notations shall be dated and initialed.

5.7.6. Inspections and Tests. The Lessor shall perform inspections and tests as required by Applicable Law and the accepted quality control plan (part of the Development Plan) to assure construction quality and adherence to construction requirements. Tests shall be performed by independent testing organizations, reasonably acceptable to the Government, throughout the construction process, including: before construction start, during construction, and at final construction completion. The Lessor shall notify the Government regarding the schedule of inspections and tests, and the Government shall have the right to monitor said inspections and tests.

5.7.7. Governmental Inspections. Periodic "quantity" inspections may be conducted by the Government to support progress payments and/or application of unit price work activities. In addition, subject to the restrictions set forth above in Section 5.3, the Government may conduct periodic overview inspections of the construction to review compliance with the Lease requirements and the final CDs. The Government shall have the right to inspect all Fit-Out construction (open walls, ceilings, floor, etc.) prior to final closure and concealment of such Fit-Out.

5.7.8. Substantial Completion. No earlier than five (5) working days prior to substantial completion of each Stage of construction, the Lessor shall issue a written notice to inspect to the Government. Upon receipt of such notice, the Government shall have fifteen (15) working days to inspect and to either accept or reject the subject space. In no event shall the Government be required to inspect more than one Stage in any ten (10) working days. The Government will only "accept" a Stage (each such action being deemed an "acceptance" under this Article V and other provisions of this Lease) upon (a) the Substantial Completion of such space, subject to the later completion of Punchlist Items, and (b) the delivery of a certificate of occupancy, as described below. As a precondition to acceptance of any Stage or any portion thereof, Lessor shall ensure that the temporary/permanent Computer Facility(s), and all main communication vault(s), MDF rooms, switch rooms and communications rooms within such Stage (collectively, the "Computer/Communications Areas") shall be substantially complete to

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the point where the Government can access all of such Computer/Communications Areas for at least ninety (90) days prior to acceptance of such Stage to begin installation and testing of its equipment and cabling for its telecommunications and data services. Acceptance of a Stage shall be confirmed in writing by the CO or COR either by letter or by completion and execution of GSA Form 1204, "Conditional Survey Report," for the Stage or area in question. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government. Before the Government will accept space, the Lessor shall provide to the CO a copy of either a temporary, conditional or final certificate of occupancy for such space. If Lessor provides a temporary or conditional certificate of occupancy, Lessor shall take all steps necessary to maintain such temporary or conditional certificate of occupancy in force until a final certificate of occupancy is obtained and shall promptly take all steps required or necessary to obtain a final certificate of occupancy for the portion of the Leased Space in question, not including, however, any work of Tenant that must be completed for that particular space to obtain a final certificate of occupancy. The Lessor shall complete all Punchlist Items within twenty (20) working days after receiving the punch list from the Government; provided, however, the Lessor may have a longer time period to correct those Punchlist Items which are inherently incapable of being corrected within twenty (20) working days so long as the Lessor continues to diligently use its best efforts to complete such items and in any event completes such items within an additional 40 working days. If the Lessor fails to complete the corrections to all Punchlist Items in the time periods above, then the Government shall be allowed to correct such Punchlist Items, and shall be entitled to a credit toward the Service Agreement Rent portion of its next rental payments under this Lease equal to one hundred fifteen percent (115%) of the Government's cost of performing such corrective work.

5.7.9. Commencement. The term of this Lease and the payment of the Rent reserved hereunder for the entire Leased Premises shall commence 978 days after the Financial Closing (the "Commencement Date"). The Commencement Date shall be confirmed by a Supplemental Lease Agreement to be executed by the Lessor and the Government concurrent with the Financial Closing and shall not be subject to any condition subsequent, including, but not limited to the completion or availability of all or any portion of the Leased Premises for Government use and occupancy. The Commencement Date will become the Lease anniversary date for all purposes of this Lease, including for the purpose of operating cost adjustments. The first "Lease year" shall be the 365-day period beginning on the Commencement Date.

5.7.10. Building Acceptance/Composite Acceptance Date. The "Building Acceptance Date" for a particular Building shall mean the composite weighted average of the dates of space acceptances made by the Government in a particular Building (if more than one), or the acceptance date of such Stage if delivered as a single Building, as indicated in the Government's written acceptance of each Stage or of portions of each Stage. The Contracting Officer shall compute, subject to the reasonable approval of Lessor, the composite weighted average by taking into account the date of space acceptance by the Government and the percentage of space delivered in a particular Building relative to the total space in such Building. However, if a Government Delay occurs in a given Stage, then the acceptance date used to compute the composite weighted average shall be the same number of days earlier than

the actual acceptance date as the number of days of Government Delay. Additionally, if Lessor Delay occurs in a given Stage, then the date used to compute the composite weighted average will be the actual acceptance date.

Upon the Government's acceptance of the last Stage, all Building Acceptance Dates shall be blended into a composite weighted average (the "Composite Acceptance Date") which shall be computed by taking into account the date of space acceptance by the Government and the percentage of space delivered as of each Building Acceptance Date relative to the total space leased by the Government.

5.7.11. Project Delay/Project Savings/Rent-Free Extension. In the event the Composite Acceptance Date occurs before the Commencement Date, the Government shall not have any liability for, and shall not be required to pay, any Rent, notwithstanding its acceptance and occupancy of all or a portion of the Leased Premises, until the Commencement Date. In the event the Composite Acceptance Date occurs after the Commencement Date, the same shall constitute "Project Delay." In the event of Project Delay, the Government shall be entitled to: (i) access and use the "stand-by funding" escrow to be established by the Lessor as provided in Section 5.1.1; (ii) collect and use any liquidated damages payable by Turner under the Turner Contract and/or from any bonds or insurance related thereto; (iii) access and use any remaining funds in the capitalized interest/interest reserve line item of the Project Budget as of the Commencement Date (including any sums transferred from such line item in anticipation of the Commencement Date so as to avoid application of this clause); and (iv) apply any "Project Savings" (as defined herein), to reimburse the Government for all Rent paid for the period of such Project Delay (but in no event shall the Government be entitled to more than a 100% reimbursement for the Rent it pays for the period of Project Delay). The Government shall be entitled to such reimbursement of Rent before Lessor is entitled to repayment of any of its equity expenditures, as further set forth in this Section below. Lessor agrees to cooperate with the Government in its exercise of the rights described in the preceding sentence. If the Project Delay exceeds forty-five (45) days and if requested by the Government, Lessor agrees to use its best efforts to seek a supplemental bond offering that would reimburse the Government for its additional Rent payments during such Project Delay period, which supplemental bond offering shall be repaid over the Initial Term through an increase in Base Rent hereunder, all subject to then-current market conditions and the cooperation and approval of Lessor and Government, in each case not to be unreasonably withheld, conditioned or delayed.

If the rights provided in the foregoing paragraph are insufficient to reimburse the Government for any rental payment obligations during the period of any Project Delay, the Lessor agrees to extend the term of this Lease on a rent free basis, subject to the limitations set forth below in this paragraph, following the end of the Lease Term including any Extension Term(s) exercised by the Government. Lessor agrees that for each day (or portion thereof) of Base Rent that the Government pays during any Project Delay (and for which the Government has not otherwise been reimbursed in cash), this Lease shall be extended for 4 days (or portion thereof); provided, that, the foregoing shall only be applicable in the event that either (a) the Government exercises any of its Extension Options under this Lease such that the Lease Term is extended for a total period of not less than ten (10) years, in which case the rent-free extension period shall become effective at the end of such Extension Term, or (b) the entirety of the Project Financing is retired prior to the conclusion of the Lease Term (as such Lease Term may be extended pursuant to this Lease). During any rent-free extension time period, the Government shall be responsible only for the payment of the Service Agreement Rent and

that portion of the Base Rent required to pay real estate taxes and property management fees, and no other rental whatsoever. Lessor shall have the right, in lieu of providing a rent-free extension of this Lease as set forth above, to pay the Government in cash the amount of the Base Rent corresponding to the period of the rent-free extension of this Lease to which the Government would otherwise be entitled. The Lessor and the Government shall execute a Supplemental Lease Agreement to evidence any rent-free extension of the Lease Term as is described in this paragraph.

If following final completion and Government acceptance of the Facility (including the townhouses) and the payment of all costs associated with the acquisition of the Site and the design, development, construction, financing and delivery of the Facility and Leased Premises for the Government's use and occupancy, including any reimbursement to the Government of Base Rent paid for any period of Project Delay as provided above, the repayment of all amounts funded by the Lessor (including its initial \$15 million equity contribution provided for in Section 5.1.1(a) (the "Minimum Initial Equity Requirement") and subsequent cash equity expenditures by Lessor in connection with the design and construction of the Facility) and the funding of all reserves required by Lessor's Lender, but excluding optional redemptions of the bonds in connection with Lessor's financing, there are any unspent contingency funds or other remaining funds from the Financial Closing, including all interest thereon (such positive amounts being the "Project Savings"), then the Lessor and the Government shall promptly share all such amounts equally (i.e., 50-50). With respect to reserves or escrows required by the seller of the Site to Lessor or by Lessor's Lender pursuant to the Project Financing Documents (excluding the Service Reserve Account, but specifically including, without limitation, the Working Capital Account and the Capital Reserve Account, as defined in the Project Financing Documents), at such time as all or a portion of each such reserve or escrow becomes available under the Project Financing Documents for distribution to Lessor, such reserve funds shall be distributed as follows: (i) first, to Lessor to repay any equity contributions by Lessor over the Minimum Initial Equity Requirement, (ii) second, to the Government up to \$20 million to the extent such \$20 million has not previously been paid pursuant to Section 5.1.1(a), (iii) third, to Lessor up to \$15 million to repay the Lessor for its Minimum Initial Equity Requirement, and (iv) fourth, to Lessor and the Government in equal amounts (i.e., 50-50). In no event shall any line item in the Project Budget payable to Lessor or any affiliate of Lessor be increased from the original amount included in the Project Budget as of the date hereof until after the calculation of Project Savings has been made and agreed to by the Government. The calculation of Project Savings shall not be affected by any changes made to the general scope of this Lease in accordance with Section 9.27 below.

From time to time, as requested by the Government, and in any event within ninety (90) days after Government acceptance of the final portion of the Facility, Lessor shall deliver to the Government a certification in the form of Schedule 5.7.11 attached hereto (the "Certification"), which certification shall, among other things: include Lessor's calculation of Project Savings and an accounting of Lessor's equity, including any amounts previously held in the reserves or escrows as described in this Section 5.7.11 above and subsequently released to Lessor; include a statement confirming that no change orders under the Turner Contract have been made for design-related matters unless such change order was expressly approved in writing by the Government; attach a copy of the certification from Turner described in Section 5.1.1(l) above; and calculate the amount of any reimbursement owed to the Government in accordance with the provisions of this Section 5.7.11. After receipt of the Certification, the Government shall

have sixty (60) days to review the information set forth therein, as well as such additional invoices, receipts and other back-up information as may be requested by the Government, which Lessor agrees to provide when it submits the Certification as well as promptly following any subsequent Government request. Any dispute as to the amount of the Project Savings shall be addressed in accordance with Section 9.29 below.

5.7.12. Delay. Should either the Government or the Lessor fail to discharge their responsibilities as defined in this Lease by the Schedule Milestones established in the approved Project Schedule, such shall constitute "Delay." Delay caused by either party may be offset by the early completion of that party's other responsibilities within the Project Schedule for that particular Stage. The absolute value of the number of days of Government delay (Gd) minus the number of days of Lessor delay (Ld) shall equal the total number of days of "Delay" (D) in a given Stage ($Gd-Ld=D$). Delay shall be attributed to the party having caused the greatest number of days of Delay in such Stage and shall be termed either "Lessor Delay" or "Government Delay" as appropriate.

5.8. Occupancy/General Provisions.

5.8.1. HVAC System Retesting. Within twenty (20) working days after occupancy of each Stage, the Government may require the Lessor to retest the HVAC system in up to ten percent (10%) of the space in that Stage as designated by the Government. To the extent that if, for any of such retested areas, the retest results deviate from the temperature and humidity specifications set forth in this Lease, the Lessor shall perform all required system adjustments and shall retest the entire zone in which the nonconforming space is located until the Lessor certifies to the Government that all such specifications have been met.

5.8.2. Warranties and Guarantees. All equipment or material warranties and guarantees shall begin on the applicable Commencement Date for a particular Building utilizing said equipment or material. The Lessor shall combine copies of all warranties and guarantees, final certifications and similar documents into binders and shall maintain and update said binders for the Government throughout the Lease Term. Information shall be bound in three-ring binders and fitted with tab sheets. All contents shall be legible, first generation photocopies or prints of published material. Each binder shall be appropriately titled and provided with an introduction and table of contents. The information shall be divided into sections corresponding to CSI specification headings.

5.8.3. Manuals. The Lessor shall combine all shop drawings, finish samples, product submission material and test reports into hard copy manuals and shall maintain and update the same for the Government throughout the Lease Term. Manuals shall be bound in three-ring binders and fitted with tab sheets. All contents shall be legible, first generation photocopies or prints of published material. Each manual shall be appropriately titled and provided with an introduction and table of contents. Should the Government establish that a manual does not represent as-built conditions or materials, the manuals shall be corrected by the Lessor to the satisfaction of the Government. The manuals shall be divided into sections corresponding to CSI specification headings.

5.8.4. As-Built Drawings. The Lessor shall perform field measurements and Shop Drawing Submission takeoffs as required to create accurate as-built drawings ("As-Built

Drawings"). The as-built drawings shall be completed in the most current "AutoCad" version acceptable to the Government. The Lessor shall provide to the Government such As-Built Drawings with reasonable promptness (and in any event within one hundred eighty (180) days) following the substantial completion of each Stage. The A/E will incorporate all changes to the structure and systems that occur during the course of design and construction. The completed As-Built Drawings shall be a true architectural and engineering representation of the entire Facility.

5.8.5. Record Specifications. The Lessor shall maintain two (2) copies of the project's design specifications updated to include all Government approved deviations and modifications. Specification updates shall reference related Record Drawings and product data, where applicable.

5.8.6. Shop Drawings/Product Data. The Lessor shall maintain two (2) copies of all reviewed Shop Drawing Submissions, including required product certification and laboratory test reports. Shop Drawing Submissions and product data updates shall reference related change orders and associated Record Drawings and specifications.

5.8.7. Post Acceptance Alterations.

(a) Prior to acceptance of the final Stage (but not as a condition thereof), the Lessor shall propose unit costs for certain Fit-Out items mutually agreed to in writing by the Lessor and the Government, to govern all Government-requested alterations from and after the Commencement Date. The parties agree to negotiate in good faith such unit costs based upon then-prevailing market costs, and shall agree to a final unit costs agreement (the "Unit Price Agreement") within six months after the Commencement Date. Should the Lessor fail to negotiate pricing for the Unit Price Agreement in good faith within such time period, the CO may issue a unilateral SLA for the Unit Price Agreement.

(b) Negotiation of the Unit Price Agreement will include the negotiation of an annual escalation factor, to be established by reference to a standard Department of Labor index, such as the construction cost index. The prices initially negotiated for the Unit Price Agreement will be in effect for one year from the date of acceptance of the Unit Price Agreement by the CO. For the following year, the negotiated escalation factor will be applied to the initially negotiated costs and the resulting prices will be in effect for that year. At the end of the second Lease year and the end of each Lease year thereafter, a new escalation factor will be negotiated for the following Lease year, or failing agreement, established by the CO pursuant to a unilateral SLA.

(c) At the discretion of either the CO or the Lessor, any single Unit Price Agreement item may be renegotiated on a case by case basis if the rate of cost for any item (material and/or labor) greatly exceeds the escalation rate or is significantly less than the escalation rate.

(d) Negotiation of the Unit Price Agreement will include negotiation of an acceleration fee. The acceleration fee will be used at the sole discretion of the CO or

COR when the alteration work is required to be completed in three (3) working days or less. The Lessor will not be entitled to an acceleration fee for merely completing alteration work in a timely manner.

(e) In certain instances where the cost of Government-requested alterations is particularly high or the nature of such alterations is unique, the Lessor may be requested by the Government to provide a price proposal for the alterations. Such proposals will be submitted within fifteen (15) working days of the Government's request and definition of the scope of work, which may include the Lessor's production of drawings and specifications. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. Sections 3.4.1 and 3.4.3 apply to orders for alterations. All orders are subject to the terms and conditions of this Lease. To the extent applicable, all alterations shall also be accomplished in accordance with the requirements of Sections 9.31 and 9.32.

(f) Orders may be placed by the CO or COR. They may also be placed by occupant agency officials when specifically authorized to do so in writing by the CO. The CO will verify the authority and/or limitations of such authority of occupant agency officials upon the Lessor's written request.

(g) Payments for alterations ordered by an occupant agency official will be made directly by the occupant agency placing the order.

(h) As described more fully in Section 6.8.4, the Lessor has agreed to operate and maintain all equipment installed by the Lessor pursuant to any post-acceptance alterations requested by the Government. If these or any other post-acceptance alterations requested by the Government result in an increase in the Lessor's operations and maintenance costs, the Lessor shall submit a proposal, together with all appropriate supporting cost materials, to increase the operating cost base and Service Agreement Rent under this Lease, and the Government and the Lessor hereby agree to reasonably negotiate the amount of any such increase and to reflect such negotiated agreement in an SLA.

5.8.8. Government Contracted Work. During the process of design and construction, the Lessor will, at no additional cost to the Government, make site and record access available to the CO and his representative(s) for all purposes, provided, however, that said access does not delay or materially impede the Lessor's performance under this Lease. The Lessor shall reasonably permit the Government to perform work in Leased Premises prior to Substantial Completion, provided, however, that said work does not delay or materially impede the Lessor's performance under this Lease. The parties shall cooperate with each other in the scheduling and coordination of work by the Government's direct contractors such as communications installers (voice/data/security), raised floor installers, wire installers (voice/data/security), security installers, fire system installers, IT infrastructure installers and furniture vendors. The CO shall coordinate with the Lessor in order to minimize conflicts with and disruptions to the general contractor and other contractors on site.

5.8.9. Government Staging Area/Temporary Office. During the four (4) months prior to delivery of the first Stage and thereafter until occupancy of the entire Leased Premises, the Lessor shall provide, at no additional cost to the Government, 1,000 square feet of office space equipped with power and telephone line service. The Government will equip and fund furniture, phones, phone service and basic office machines for this area. Throughout the construction period, the Lessor shall also provide, within a building at or near the Facility, a lockable 1,500 - 2,000 square foot staging area for receipt of electronics, as well as parking spaces for two (2) 48' storage trailers with access to each building's loading docks. While such storage trailers shall have periodic access to such loading docks, the Government acknowledges that the Lessor shall coordinate such access so as to permit other parties, including the general contractor and other contractors to have access as they may reasonably require.

5.8.10. Authorization of Changes. As set forth in Section 5.6.10(a), the Lessor fee, the general contractor fee and the architectural/engineering fee set forth in Schedule 3.1 shall be applied for all additive or deductive changes of scope to the Fit-Out at any time prior to acceptance of the entire Leased Premises. All proposed changes and change orders shall be accomplished in accordance with this Lease, including without limitation, Section 9.27 below. If the Government requests deductive changes for which the Lessor has already performed design and/or construction work, the Lessor shall be reimbursed by the Government for such work.

5.8.11. Building Systems Certification. Whenever requested prior to, or semi-annually during, the Lease Term, the Lessor shall furnish, at no cost to the Government, a certification by a registered professional engineer that each building and its systems, as designed or constructed, as applicable, will satisfy or does satisfy, the requirements of this Lease.

5.8.12. Project Information. It shall be the sole responsibility of the Lessor to obtain all information required to successfully complete each task described in this Article V, other than the information provided by the Government. The Lessor shall undertake a program of primary data collection in those areas where existing data does not exist, is not valid, or is not sufficient to perform thorough analyses. In cases where the Lessor believes that available information is inadequate or is of such poor quality that the integrity of the study conclusions may be compromised, the Lessor shall substantiate its position and shall propose specific data collection efforts which it believes are necessary.

5.8.13. Proprietary Information. The Lessor and its contractors, subcontractors and consultants shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the Lessor. When deemed appropriate, the Government may authorize the release of certain information or data necessary for use by the Lessor or the Project Team in performance of design or construction work, and in such cases specific written authorization shall be given in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Lessor shall ensure that this Section 5.8.13 is included in all tiers of contracts and subcontracts. The Lessor is required to develop and utilize procedures for custody, use/handling, reproduction, preservation, storage, safeguarding, and disposition of all documents and information of this nature. These procedures shall be designed and carried out so that there is no unauthorized disclosure of such documents and

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information throughout the course of contract performance. In the event that performance of any work under this Lease causes the Lessor to gain access to proprietary and/or confidential information of other firms, the Lessor is required to immediately execute technology exchange agreements with those firms, in order to protect the information from unauthorized uses. The Lessor is required to refrain from using any such information for any purposes other than for which it was furnished. The Lessor shall immediately provide the CO with a copy of any such agreements, certified as true and complete by Lessor. This paragraph shall not limit the release of "permit" copies of the CDs.

5.9. Labor Standards. The Lessor acknowledges that the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the Leased Premises by the Government:

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

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ARTICLE VI

OPERATIONS AND MAINTENANCE MANAGEMENT

6.1. Overview. The Lessor's obligations include, without limitation, the obligation to repair and replace all equipment (other than Government Equipment, as defined in Section 6.8.5) and systems installed within the Facility, whether installed as part of the Base Building or pursuant to the Fit-Out Allowance. The Lessor's obligations under this Lease also include the operations and maintenance of all Joint Use Spaces in accordance with the then-current best industry standards applicable to each such space, including the Public Search Facility, the Cafeteria, the Child Care Center, the Fitness Center and the Computer Facility; provided, however, the Lessor's obligations for such Joint Use Spaces shall not include any operational functions such as staffing the Public Search Facility, administering fitness programs or child care services, preparing or delivering cafeteria food or operation of the Government's computer systems.

6.1.1. Cost Adjustment. Service Agreement Rent was in part based upon the assumption that typical office finishes (which shall be provided as part of the Fit-Out) are intended to include carpet with a weight of twenty-eight (28) ounces per square yard, painted floor to ceiling drywall partitions at a ratio of one linear foot of partition per each 8 square feet of occupiable space, suspended acoustical ceiling with 2' by 2' tiles, solid core interior doors, blinds on exterior windows, mechanical systems as described in Section 8.10 and as required by Code, lighting as described in Section 8.11.5 and as required by Code, electrical outlets consistent with the loads specified in Section 8.11.2 and as required by Code, life safety systems for office occupancy and other items customarily associated with office space construction. In addition, for maintenance and repair purposes, it is also intended that the Fit-Out will include one hundred twenty (120) conference rooms and two hundred (200) pantry alcoves. Half of the conference rooms shall be estimated at between 200 and 300 square feet and half shall be estimated at between 400 and 500 square feet. All conference rooms are intended to have supplemental cooling, ventilation and exhaust. Pantry alcoves shall be estimated at between 50 and 100 square feet, with vinyl composition tile flooring, supplemental exhaust, a length of base cabinets, counter and wall cabinets, a sink with disposal, a microwave oven and a refrigerator. After the completion of the Fit-Out design, the Government and the Lessor shall evaluate the extent to which the actual Fit-Out differs from the standard Fit-Out described above. The Government shall make an equitable adjustment to the Service Agreement Rent and operating cost base in the event that such difference increases or decreases the scope of the Lessor's operations and maintenance obligations and insurance obligations. The Government and the Lessor shall execute a supplemental lease agreement which quantifies this adjustment, and which also lists all Government Equipment, for which the Lessor has no operations and maintenance responsibility.

6.2. Operations and Maintenance Plan. At least sixty (60) working days prior to scheduled Government occupancy of the first increment of the Leased Premises, the Lessor shall provide to the Government the O&M Plan. As part of the O&M Plan, the Lessor shall provide the following:

6.2.1. Overview of O&M Plan. The Lessor shall provide an overview description of how the Lessor plans to meet the daily operations and maintenance requirements of the Facility. The Lessor shall describe the operational plans, management system, personnel capabilities and quality control system that shall be used to provide for the operations and maintenance of

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the Facility. The narrative should address the term of the proposed contract with the O&M Firm as well as any unusual terms and conditions in the proposed contract.

6.2.2. General Requirements of O&M Plan.

(a) The Lessor shall submit an O&M Plan which meets the requirements of Article VI and other applicable provisions of this Lease, which demonstrates an effective system for controlling day-to-day tenant requested work, which includes a comprehensive system for estimating and scheduling periodic and routine work assignments, and which demonstrates the ability to provide adequate resources for those assignments. The plan shall specify the time frames in which the Lessor will accomplish service calls for both routine and emergency services, and shall include an effective and responsive system to provide action for emergencies during other than Normal Working Hours (as defined in Section 6.4). The O&M Plan shall include a plan for reporting building architectural/structural system and mechanical/electrical system deficiencies or unique operations problems to the COR and for the repair of such deficiencies. The O&M Plan shall include a plan for tagging and verifying mechanical and electrical equipment inventory, and performing support services such as water treatment and eddy current testing which are vital to the accomplishment of the Preventive Maintenance ("PM") program. The O&M Plan shall set forth the methods which will be used to perform PM, including annual and monthly components which delineate the required maintenance procedures and identify the mechanical personnel needed to perform them. The O&M Plan shall demonstrate an effective system for expediting subcontracts to eliminate emergency situations which cannot be accomplished by on-site personnel. The O&M Plan shall demonstrate acceptable methods for maintaining compliance with all provisions of the Clean Air Act and all amendments thereto. The O&M Plan shall include a plan for custodial/janitorial services, snow removal, waste management and recycling, pest control, and landscape maintenance.

(b) The O&M Plan shall address, at a minimum, the following:

- hours of operation
- service calls and logs
- operation requirements
- preventative maintenance program
- cupboard/attic stock
- reimbursable repairs
- tenant remodeling
- accident prevention plan
- false alarms
- personnel clearances
- hazardous material inventory
- water treatment
- exterior and interior landscape maintenance
- bird offal removal
- graffiti control
- parking lots, garages, ramps, driveways and sidewalks maintenance

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- life safety/critical equipment maintenance
- elevator maintenance
- architectural/structural system maintenance
- electrical/mechanical system maintenance
- waste management and recycling
- pest control
- emergency generator and power
- inspections of fired and unfired pressure vessels
- inspections for uninterrupted power systems
- routine painting and replacements
- inspections of roof
- snow removal
- custodial program:
 - glass surfaces
 - metal surfaces
 - walls and wall coverings
 - room cleaning
 - restrooms
 - water fountains
 - shower stalls
 - utility sinks
 - executive space
 - Fitness Center
 - Child Care Center
 - Health Unit
 - Cafeteria
 - other Joint Use Spaces
 - hard floors
 - resilient floors
 - wood floors
 - carpeting
 - windows
 - blinds
 - draperies

6.2.3. O&M Team Identity and Qualifications. The O&M Plan shall identify individual O&M Firm personnel. For the Facility Manager, On-Site Supervisors (as each such term is defined in Section 6.6.1) and other key individuals associated with the O&M team, the Lessor shall provide a description of each such person's qualifications for completing all O&M work, together with resumes, training and licensing of all key staff to be assigned to the Facility and a description of their roles. If the Lessor intends to hire additional staff, a precis of the skills sought and a timetable for doing so shall be provided. The Lessor shall provide references for all such key individuals.

6.2.4. Organizational Plan. The O&M Plan shall include an organizational chart which delineates the roles and responsibilities of corporate management, local management, the proposed Facility Manager and On-Site Supervisors. The Plan shall provide for a sufficient level of On-Site-Supervisors to effectively fulfill all operations and maintenance requirements

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of this Lease. For all positions, the Plan shall include the physical working location of staff (including supervisors), and the correct title of each position. The Lessor shall submit a plan identifying the decision-making authority of local management, and the crafts, skills, and supervision available for the performance of work. The O&M Plan shall define the authority available to local management concerning recruitment, disciplinary actions, purchasing, subcontracting, staffing plans, work schedules, and contract administration.

6.2.5. Quality Control Plan. The O&M Plan shall clearly describe and demonstrate the Lessor's proposed quality control plan by including an inspection procedure for all services under this Lease, identifying proposed methods for detecting and correcting deficiencies, and maintenance standards. The Lessor shall provide an effective plan for measuring customer satisfaction with services rendered, and identify actions to improve services to unsatisfied customers.

6.2.6. Work Schedules.

(a) The O&M Plan will include a plan for the scheduling of maintenance personnel, janitorial personnel, and other craft personnel that will be on-site and which will cover all the services required during and after occupant work hours. The O&M Plan will include a plan detailing how deliverables and reports will be prepared for submittal and who will be responsible for tracking their completion. The O&M Plan will include a comprehensive plan which demonstrates how the Lessor will prevent an interruption of service to the building systems and tenants during emergency situations which include inclement weather or any other adverse operational conditions that may place additional burden on normal daily performance.

(b) The Lessor's plan for work scheduling shall include, as a minimum, the following requirements:

- hours of operation
- contractor emergency plan
- reimbursable building operation services
- emergency generator and power
- janitorial services and support services
- pest control log book

6.2.7. Subcontractor Plan. The O&M Plan shall reflect an efficient approach to procurement, monitoring, and assurance of satisfactory performance of those services to be subcontracted. It shall include the Lessor's plan to provide back-up subcontractors should any subcontractor fail to perform. The Lessor shall identify methods that will be used to assure all subcontractor personnel meet the license and experience requirements. The subcontracting portion of the O&M Plan must include the requirements under Section 9.38.

6.2.8. Building Alterations Management. The O&M Plan shall describe how the Lessor will manage and perform interior Fit-Out alterations requested after occupancy of each Stage. The Lessor shall describe the level of services to be required of the Lessor to manage, design, cost, bid and construct interior alterations on an ongoing basis for the Facility and the proposed fees for such services.

6.3. Term of O&M Services. The Lessor's operation and maintenance of the Facility, including, without limitation, all responsibilities and services set forth in this Article VI, will be provided by the Lessor throughout the entire Lease Term, including any potential Extension Term. The Government shall have the option to terminate the services described herein, in whole or in part, in accordance with Sections 9.26 and 9.27. As described in Section 2.7, the Government has the right, at its option, to assume direct responsibility for providing any or all of these services at any time during the Lease Term.

6.4. Hours of Operation.

6.4.1. Normal Working Hours. Normal operating hours ("Normal Working Hours") of all portions of the Facility, other than the Joint Use Spaces listed below, shall be 6:00 a.m. through 7:00 p.m., Monday through Friday, with the exception of federal holidays. Normal Working Hours of the Computer Facility, main communication vaults, switch room, MDF rooms, communications rooms and of the security command center shall be 24 hours per day, seven (7) days per week, with no exception for federal or other holidays. Normal Working Hours of the Fitness Center shall be 6:00 a.m. through 8:00 p.m., Monday through Friday, with the exception of federal holidays. Normal Working Hours of the Training Facility shall be 6:00 a.m. through 9:00 p.m., Monday through Friday and 8:00 a.m. through 1:00 p.m. on Saturdays, with the exception of federal holidays. Normal Working Hours of the Public Search Facility shall be 8:00 a.m. through 8:00 p.m., Monday through Friday and 8:00 a.m. through 5:00 p.m. on Saturdays, with the exception of federal holidays. The Lessor shall operate, maintain and repair all portions of the Facility, so that the Government may enjoy, during all Normal Working Hours, the full functionality of the Facility in accordance with the requirements of this Lease. The Lessor will also be responsible for any necessary operation of equipment other than Government Equipment during non-Normal Working Hours in order to prevent loss or damage to buildings or equipment other than Government Equipment. Staffing may be required before or after the Normal Working Hours in order to ensure that all temperature, humidity and other performance requirements set forth in Article VIII, including those for the Computer Facility and other Joint Use Spaces, are fully satisfied during every minute of the Normal Working Hours.

6.4.2. Overtime Usage.

(a) The Government shall have access to the Leased Premises and other portions of the Facility at all times, 24 hours per day, seven (7) days per week, including without limitation, the use of elevators, toilets, lights, and business machines, without additional reimbursements to the Lessor.

(b) When heating or cooling is required for all or a portion of the Leased Premises at times other than during Normal Working Hours, such services will be ordered orally or in writing by the COR. When ordered, these additional building operation services will be provided and reimbursed at the hourly rate set forth in Section 2.7.4 of this Lease. The specified overtime rate shall be inclusive of all Lessor personnel costs to provide such overtime services, (except the costs of the one or more On-Site Supervisors during all Extended Hours, as defined in Section 6.6.1, which are included in the operating costs base), unless otherwise specifically approved in

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writing by the Government. The specified overtime rate shall exclude energy costs, since these are paid directly by the Government. The Lessor represents that its overtime rate set forth in Section 2.7.4 of this Lease is based on the Lessor's reasonably estimated cost of providing overtime services.

(c) When the cost of service is Five Thousand Dollars (\$5,000) or less, the service may be ordered orally. An invoice shall be submitted by the Lessor to the official placing the order for certification and payment. Orders for services costing more than Five Thousand Dollars (\$5,000) will be placed using a Form 300, Order for Supplies or Services. The Lease sections entitled "Prompt Payment" (Section 3.4.1) and "Invoice Requirements" (Section 3.4.3), apply to all orders for overtime services.

(d) All orders for overtime services are subject to the terms and conditions of this Lease. In the event of a conflict between an order and this Lease, this Lease shall control.

6.4.3. Continuity of Operations.

(a) The Lessor fully recognizes that the services required by this Lease are vital to the Government's mission, and that continuity of the services must be maintained by the Lessor at the utmost proficiency without interruption. The Lessor must prepare contingency plans in the event of a strike by its employees, contractors or subcontractors. The Lessor shall be required to operate the Facility to the extent practicable and in accordance with Applicable Law during all emergency situations, including but not limited to, fires, accident and rescue operations, strikes, civil disturbances, natural disasters and military contingency operations.

(b) **Lessor Emergency Plan.** The Government's Occupant Emergency Plan ("OEP") and Damage Control Plan ("DCP"), developed by the Government after occupancy, shall be used by the Government during Facility emergencies. The Lessor shall cooperate with the Government in the development of the OEP and DCP, and the Lessor shall prepare a Lessor Emergency Plan ("EP") which will define the Lessor's procedures and actions it will take to provide support to the Government's OEP and DCP. Designated Lessor personnel, including the On-Site Supervisor, shall be thoroughly familiar with the Government's OEP and DCP, and shall be trained by the Lessor to fully understand their responsibilities relative to each emergency plan. The Lessor's participation in emergency plans shall be mandatory during Facility-related emergencies or natural disasters, regardless of the times of occurrence. The Lessor's proposed EP shall be submitted to the CO within thirty (30) days after receipt of the Government's OEP and DCP. The Lessor shall resubmit the EP until it is accepted by the CO. The Lessor shall update and revise the EP when appropriate, including when either the OEP and/or the DCP are revised by the Government. The EP shall include, at a minimum, the following:

(1) The Lessor's procedures and actions to support the Government during emergencies.

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(2) The name, address, telephone number and current position of each employee of the Lessor or of a contractor or subcontractor that will participate in the EP.

(3) The specific functions that each such employee will perform during emergency situations.

(4) If temporary or subcontractor employees are to be used, identical information to that described above shall be required for each such employee.

6.5. General Responsibilities.

6.5.1. Lessor. At all times during the Lease Term, the entire Facility and Common Areas, including the Campus Green, shall be managed, operated and maintained, and services shall be provided, in accordance with the highest and best standards for Class A office buildings in the area in which the Facility is located, by a property management company satisfactory in all respects to the Government. The Lessor agrees to use its best efforts to satisfy the foregoing obligations.

Without limiting the generality of the foregoing, the Lessor agrees that throughout the Lease Term, the Lessor shall:

- (a) Provide the safe, efficient, economical, and satisfactory operation, maintenance, and repair of the Facility, including all Leased Premises.
- (b) Provide all services required by this Lease in support of the Facility. This includes managing, operating, protecting, maintaining, and repairing the Facility, as well as providing engineering and technical support as required under this Article VI or elsewhere in this Lease.
- (c) Provide all needed supplies (initial supply as well as all replacement supplies), material, equipment, tools, vehicles, and services required to meet the Lessor's responsibilities under this Section or elsewhere in this Lease.
- (d) Provide Facility management and on-site supervision by a trained property manager.
- (e) Maintain and repair all Lessor-owned electrical and other utility systems equipment, together with all mechanical systems, necessary for the operation of the Facility in accordance with this Lease, including elevators. Provide all temporary electrical and other utilities during construction. Provide all non-energy utilities after Substantial Completion.
- (f) Provide architectural and structural maintenance and repair for all buildings and other improvements.
- (g) Estimate, plan, schedule, budget, authorize, control and record all costs and manpower required hereunder.

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(e) Pay for all repairs that result directly and solely from the willful misconduct of a Government employee or a Government-hired contractor, as described in Section 6.8.5.

(f) Provide and pay for guard service as specified in Section 6.6.2(b) of this Lease.

(g) Identify one or more Contracting Officer Representatives (whether one or more, the "COR") to assist the CO in discharging his responsibilities regarding operations and maintenance of the Facility. The COR will promptly notify the Lessor of defects, unsafe conditions or unsatisfactory performance of the Leased Premises or any other portion of the Facility. The COR is not authorized to take any action on behalf of the Government to amend, modify or deviate from the terms, conditions, requirements and/or schedules set forth in this Article VI or to take any such actions regarding the Lease; all authority as to such matters is reserved solely for the CO.

6.6. Special Requirements.

6.6.1. Lessor's Personnel.

(a) General.

(1) The Lessor shall have in its employment at all times a sufficient number of qualified employees to enable it to properly, safely, and economically manage, operate, and maintain the Facility. In any event, during all Normal Working Hours, there shall be located on-site a team of qualified personnel capable of servicing and repairing mechanical, electrical and plumbing systems. All employees (including supervisors), contractors and subcontractors shall present a neat appearance and shall wear appropriate uniforms which shall display both the contractor's name and the individual's name.

(2) All matters pertaining to the employment, supervision, compensation, promotion, and discharge of employees, contractors and subcontractors are the responsibility of the Lessor, who is, in all respects, their employer.

(3) Each employee, contractor and subcontractor of the Lessor shall be a citizen of the United States or an alien who may lawfully work in the United States.

(4) The CO may require that of any employee, contractor or subcontractor who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the Facility or the Government not be employed or used to provide services at the Facility.

(b) Supervision.

(1) **General.** The Lessor shall provide sufficient on-site supervision to fulfill the terms and conditions of this Lease. A Facility Manager or On-Site Supervisor shall be available at all times while operations and maintenance

- (h) Provide necessary maintenance and repair of all Site Improvements, including private access roads.
- (i) Develop and maintain all operations and maintenance records.
- (j) Develop and implement a safety program for the Lessor's personnel.
- (k) Perform all work in a safe, timely manner in conformance with Applicable Law. Display inspection certificates as appropriate and provide the Government with copies of all inspection approvals, if requested.
- (l) Provide appropriate personnel to perform preventive maintenance functions, maintenance and architectural repairs, miscellaneous work, and to respond to and take corrective actions for service calls.
- (m) Provide appropriate personnel to operate all building systems during both Normal Working Hours and Extended Hours.
- (n) Keep equipment rooms, machine rooms, storage rooms, janitorial rooms, loading docks, parking lots and all other Base Building Spaces free of trash, debris and unusable materials.
- (o) Provide janitorial, recycling, trash removal, and pest control services for the Facility.
- (p) Provide security services for the Facility in accordance with Section 6.6.2 below.
- (q) Remove all snow and ice from the Facility in accordance with best practices for a Class A facility.
- (r) Provide landscaping and grounds maintenance for the Facility.
- (s) Allow the CO, the COR or the COR's representatives to inspect and/or test any part of the Facility, as deemed necessary or appropriate by the Government.

6.5.2. Government. The Government will:

- (a) Pay for all energy costs as set forth in Section 2.7.
- (b) Pay for all increases to Operating Costs in accordance with Section 2.7.
- (c) Provide any services for which it has, at its option, elected to assume direct responsibility in accordance with Section 2.7.
- (d) Maintain all Government Equipment, as specified in Section 6.8.5.

work is in progress to receive notices, reports, or requests from either the CO or the COR. The Facility Manager and each On-Site Supervisor must be able to fluently read, write, and speak English. Neither USPTO employees nor other Government employees are authorized to exercise either direct or indirect supervision over the Lessor's employees. The Lessor shall provide within its Base Building Space, sufficient space to house the Facility Manager, each On-Site Supervisor, and the remainder of the Lessor's workforce dedicated to maintaining the Facility, together with all equipment necessary for ongoing operations and maintenance activities and for the prompt correction of any operational deficiencies.

(2) **Contact After Normal Hours.** After Normal Working Hours and Extended Hours, the Facility Manager or the On-Site Supervisor(s) shall be available at the site within one (1) hour of verbal notice from the Government. The Lessor will notify in writing the CO or the COR of any change in the listing of telephone numbers which the Government may use at any time to directly contact the Facility Manager or On-Site Supervisors.

(3) **Facility Manager.** A "Facility Manager" is a person, designated in writing by the Lessor, who has full authority to act for the Lessor on operations and maintenance matters during the Lease Term, and who is authorized to accept inspection reports and all other correspondence on behalf of the Lessor. The Facility Manager should possess at least three (3) years of recent responsible experience in managing the operation, maintenance and security of buildings, building equipment and systems for projects of similar size, scope and complexity. A detailed resume of the proposed Facility Manager, providing copies of all current licenses and including references (names and telephone numbers) from the prior five (5) years, shall be submitted to the CO or the COR for written approval prior to assignment of the proposed Facility Manager to the Facility. The Facility shall at all times have one, but no more than one, Facility Manager.

(4) **On-Site Supervisory Employees.** An "On-Site Supervisor" is a person designated in writing by the Lessor, who has authority to act for the Lessor on all matters relating to the daily operation of the Facility. There shall be sufficient On-Site Supervisors located within the Lessor's Base Building Space at the site during all Normal Working Hours. In addition, from 7:00 p.m. through 12:00 a.m. on every Monday through Friday (other than federal holidays) and on every Saturday, Sunday and federal holiday from 8:00 a.m. through 8:00 p.m. (collectively, the "Extended Hours") there shall also be at least one On-Site Supervisor located within the Lessor's Base Building Space at the Site. Each On-Site Supervisor shall present copies of current licenses, a list of professional training experience, and references from all recent work experience to the Government for approval.

(c) **Subcontractors.** When contractors or subcontractors are employed, the Lessor shall use qualified companies familiar with the equipment and systems in the Facility. The Lessor shall assume full responsibility for the contractors' and subcontractors'

workmanship and activities. The Government reserves the right to disapprove the use of any contractor or subcontractor.

(d) Security Concerns Regarding Employees and Contractors.

(1) All of the Lessor's employees, contractors and subcontractors shall sign in and out at the beginning and end of their shift on a log established for each Building. The log shall be provided to the COR or his designee upon request. Personnel shall carry with them at all times photo identification passes issued by the Lessor, and shall present them to Government personnel upon request.

(2) The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide operating services of a continuing nature for the Facility. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs.

(3) If required by the Government, the CO or COR will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee of the Lessor or of its contractors or subcontractors and returned by the Lessor within ten (10) working days of each such employee's first day of work. Based on the information furnished, the Government reserves the right to conduct security checks of any such employees. The CO or COR will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Immediately following such notice from the Government, such an employee shall be denied access to the Facility and may no longer perform work on or in connection with the Facility. If required by the Government, the Lessor will be required to provide the same type of data found in such forms within ten (10) working days from the addition of any new employee(s) to the work force of the Lessor or one of the Lessor's contractors or subcontractors. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor shall not be required to submit another set of these forms for employees who were previously cleared through this process while employed by the former contractor or subcontractor. The CO or COR may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this Section 6.6.1(d)(3) on a 3-year recurring cycle.

(4) The Lessor shall provide and maintain a drug-free environment and work force, and shall demonstrate this to the Government with an implemented plan.

6.6.2. Security of the Facility.

(a) **General.** In accordance with the requirements of Section 8.13, the Lessor shall provide security to deter unauthorized entry to, and loitering and disruptive acts in and around, the Leased Premises and other portions of the Facility, and shall also

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provide personnel to man the security command center and to register visitor arrival and departures at each ground floor lobby of each Building. The Lessor shall provide security to respond to intruder alarms, fire alarms, or other events which could compromise the security of the Facility. The Lessor shall maintain and repair all security systems, equipment and materials throughout the Lease Term required to be provided by Lessor in accordance with Section 8.13 below.

(b) **Guard Service.** The Government shall provide, at its cost, guard service for the Leased Premises and for those portions of the Facility used by the Government and its visitors. Such security shall be coordinated with any additional guard service and other security provided by the Lessor in order to satisfy the requirements of this Lease.

(d) **Security Operation Plan.** The Lessor shall submit to the COR for written approval at least thirty (30) working days prior to scheduled Government occupancy of the first increment of Leased space, a security operation plan. The plan shall contain the procedures to be followed under normal daily operations (including patrol tour routes and access control events), as well as when the intruder detection system or the fire alarm system is activated or other security concerns arise. The security operation plan shall be resubmitted by the Lessor until it is approved in writing by the COR.

6.6.3. Facility Coordination/Work Requirements. Building components may be cut, drilled, altered, removed and replaced as necessary for the performance of all work specified in this Article VI. Materials that are replaced shall match similar existing material. Material remaining in place which is damaged or defaced by reasons of operations and maintenance work shall be restored or replaced to a quality equal to its condition at the time of Lease Commencement. Performance of all work, and delivery and storage of materials or equipment shall be accomplished with a minimum of interference to Government operations and personnel. Any deliveries involving prolonged use of any loading dock or building entrance shall not cause interruption in any Government activities and shall be coordinated through the COR prior to any such deliveries. The use of impact tools or powder-actuated tools will not be permitted in or adjacent to Government-occupied spaces during Normal Working Hours after the initial Fit-Out and occupancy of the entire Leased Premises. After such initial Fit-Out, impact tools and powder-actuated tools may be used only during non-Normal Working Hours and only upon the prior written permission of the COR except in the event of an emergency. Burning or welding equipment may be used only with the prior written permission of the COR except in the event of an emergency. Activities which generate noxious and objectionable fumes will not be permitted in Government-occupied spaces during Normal Working Hours.

All operations and maintenance work shall be accomplished in a manner so that all furnishings, fixtures, and equipment required to be moved in order for such work to commence, shall be protected from scrapes and other damage and shall be returned to their original locations following completion of all work. If, however, the work will render it impossible to return all such furnishings, fixtures and equipment to their locations, the Lessor shall notify the COR of such fact prior to beginning the work, and shall only commence the work after the Lessor has received authorization to proceed from the COR, together with instructions regarding the new designated locations for all displaced furnishings, fixtures and

equipment. Equipment, furnishings, fixtures and accessories damaged due to operation and maintenance work shall be repaired or replaced to their original construction and finish by the Lessor. The route of moving materials or equipment within each building and the point of delivery of these materials or equipment to each building shall be approved by the COR. The Lessor shall repair, at its cost, all damage done by the movement of materials or equipment, and the finished repaired surface shall match the original construction and finish. Debris from work inside buildings shall be removed from the Facility daily except as approved by the COR. The Leased Premises shall be left neat and clean after each Lessor workshift so that the Government business may proceed on the next regular workday without interruption. Since the Facility may be occupied during the performance of some of the Lessor's work required hereunder, the Lessor shall coordinate his work with others using the premises, including the Government and its contractors.

6.6.4. Lessor's Failure to Perform. If the Lessor fails to operate, repair or maintain any portion of the Facility in accordance with the requirements of this Article VI or any other applicable portions of this Lease, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof.

6.7. HVAC Operations.

6.7.1. System Operation. From time to time, upon at least 24 hours advance notice, the Government will notify the Lessor of the exact temperature and humidity, within that range specified in Section 8.10.2 or otherwise specified for a Joint Use Space, that the Government desires for a particular, identified portion of the Leased Premises, and the Lessor shall comply with such instructions. If the Government determines that the temperature and/or humidity in a portion of the Leased Premises (1) is not at that temperature and/or humidity specified by the Government, or (2) if an exact temperature or humidity was not specified by the Government, is not within the temperature or humidity ranges specified in Section 8.10.2 or otherwise specified for a Joint Use Space, then, in either such case, the Lessor will respond (i) if during Normal Working Hours, within one hour of receipt of the Government's verbal complaint, or (ii) during non-Normal Working Hours, within a reasonable time (not to exceed four (4) hours) following receipt of such verbal complaint. In either case, the Lessor shall commence diagnostic and corrective measures and shall complete all corrective work within the applicable timeframes set forth in Sections 6.8.1 and 6.8.2. The Lessor agrees to use its best efforts to promptly complete all diagnostic and/or corrective work.

6.7.2. HVAC Water Treatment. The Lessor shall monitor each building's heating and cooling water systems, including the condenser water, steam condensate, building heating water, and chilled water systems. The Lessor shall provide equipment, chemicals, and services (including application) to control corrosion, scale, algae and slime in all air-conditioning equipment and heating systems, as appropriate.

Within fifteen (15) days prior to scheduled occupancy of the first Stage, the Lessor shall submit a comprehensive report to the COR on the initial water system conditions of each building. This report shall include a current water system(s) analysis and the Lessor's proposed water treatment program for each water system. The program shall include the Lessor's procedures for treatment application and product data sheets for the proposed

chemicals. As conditions warrant, the Lessor shall submit supplemental reports to identify any changes in the water treatment program.

Weekly, until acceptance of all portion of the Leased Premises, and semiannually thereafter, the Lessor shall draw one (1) complete set of water samples and have the samples analyzed by a qualified chemist. A copy of the water analysis report shall be maintained for inspection by the COR monthly.

When requested by the COR, the Lessor shall draw water samples for each particular piece of equipment or system(s) in operation (including the condensate system), notifying the COR when the samples will be taken. The samples shall be analyzed by a qualified chemist, and a report containing all pertinent information relative to the conditions found shall be maintained for inspection by the COR.

6.8. Routine Maintenance and Repairs/Service Calls.

6.8.1. Service Call - General. A service call is a report by Government personnel of a mechanical, electrical, plumbing, building system, architectural/structural malfunction or related maintenance problem. The Lessor shall complete all necessary repairs resulting from a service call within 24 hours from the time of the service call. When such repairs cannot be completed within 24 hours, the Lessor shall immediately notify the COR, and the Lessor and COR shall consult to jointly schedule a prompt and satisfactory completion of the repair item, in accordance with best industry standards and practices. To the extent any necessary repairs are not made within the agreed time period (or, if no such agreement was reached, within such reasonable time period as is fixed by the COR), the Government may, at its option and in addition to its other remedies under this Lease, perform all necessary repairs at its own expense, and may offset the cost thereof against Service Agreement Rent. Service calls will require response by the Lessor at other than Normal Working Hours when the COR has reasonably determined that the service call is an Emergency Service Call. Since all service calls are the Lessor's responsibility, no additional reimbursement will be provided for such response.

6.8.2. Service Call Classifications.

(a) **Emergency Service Calls.** These service calls ("Emergency Service Calls") consist of correcting failures that are hazards to any building or building occupants including, but not limited to, a broken water pipe, an electrical power outage, an electrical problem which may cause fire or shock, an inoperative passenger or service elevator (with or without trapped passengers), a gas or oil leak, a cooling or heating problem affecting the Computer Facility, the Child-Care Center or the Public Search Facility, flooding, broken glass posing an immediate hazard, inoperable egress doors, occupant lock-ins or lockouts, inoperative electrical circuits, and any other work reasonably considered an emergency by the COR. The Lessor shall respond to Emergency Service Calls within fifteen (15) minutes during Normal Working Hours and Extended Hours and within one (1) hour at other times. The Lessor shall remain on the job until the emergency has been relieved, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

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(b) **Urgent Service Calls.** These are service calls ("Urgent Service Calls") which interrupt or adversely impact Government operations, and include, without limitation, inoperative lighting or electrical outlets, room temperature complaints, a flush valve which has been stuck open, and other conditions determined urgent by the COR. The Lessor shall respond within two (2) hours during Normal Working Hours and Extended Hours to Urgent Service Calls, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

(c) **Routine Service Calls.** These service calls ("Routine Service Calls") are any service calls other than an Emergency Service Call or an Urgent Service Call. The Lessor shall respond within four (4) hours during Normal Working Hours and Extended Hours to Routine Service Calls, and the necessary repairs shall be completed within the time period set forth in Section 6.8.1.

6.8.3. Service Call Log. The Lessor shall develop and implement an automated system to record and track all service calls. The Lessor shall maintain the service call log in sufficient detail to enable the COR, upon review, to determine whether services are completed in accordance with Lease requirements. The Lessor shall submit his proposed service call system format to the CO for written approval, which submission shall be at least thirty (30) days prior to Government occupancy of the first increment of Leased space. The Government shall have the right to review all service call logs.

6.8.4. General Description of Routine Maintenance. The Lessor shall maintain the Facility, including, all roads and parking areas, the Leased Premises, all Buildings and all equipment (other than Government Equipment), fixtures, and appurtenances in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other necessary amenities to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the Leased Premises, as provided in this Lease. Governmental authorities and/or utility companies are permitted to maintain facilities and/or systems, if such facilities and/or systems are not subject to the Lessor's control. The Lessor shall cooperate with such entities as required. In the case of failure or insufficient performance by such entities, the Lessor shall deliberately pursue all reasonable measures to correct such failure or insufficient performance. For the purpose of so maintaining the Leased Premises, the Lessor may at reasonable times enter the Leased Premises.

At the Government's request, the Lessor shall accomplish and shall be reimbursed for small miscellaneous jobs authorized by the COR including, but not limited to, making door keys, changing locks, changing signage, hanging pictures, maps and bulletin boards, and other similar functions as directed orally or in writing by the COR. Miscellaneous work shall be accomplished in the same time frame as Routine Service Calls, unless otherwise directed by the COR.

The Lessor shall maintain throughout the Lease Term all mechanical, electrical (power and lighting), plumbing and utility systems to a level of maintenance which will preserve each system's unimpaired operating condition so as to meet or exceed the conditions and performance requirements identified in Article VIII and elsewhere in this Lease, without

unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes the initial supply and the replacement of all stock, supplies, materials, and equipment necessary for continued operation of the entire Facility. In addition, the Lessor's repair and maintenance responsibility includes the repair and maintenance of all equipment (other than Government Equipment) and systems installed pursuant to any post-acceptance alterations requested by the Government (for which the Lessor may seek an equitable adjustment if appropriate).

6.8.5. Government Repair Responsibilities. Notwithstanding anything herein to the contrary, the Government shall be responsible for making all repairs which are the direct result of, and result solely from, the willful misconduct of a Government employee or Government-hired contractor. In addition, the Government is solely responsible for the operation, maintenance and repair of any Government-owned equipment in the Leased Premises (the "Government Equipment"), including but not limited to, modular or systems furniture, computers, copiers, data equipment and wiring, mail-handling equipment, office machines, and telecommunication equipment and wiring, as such Government Equipment shall be mutually agreed upon in writing by the Lessor and the Government, or in the absence of mutual agreement, unilaterally by the CO. The decision regarding whether a particular repair is to be performed by the Government (since it is either (i) a repair to Government Equipment or (ii) is necessary as the direct and sole result of the willful misconduct of a Government employee or Government-hired contractor) or by the Lessor, shall be at the discretion of the COR. In the event of dispute, the Lessor may appeal the COR's decision to the CO (and/or pursue its rights under the Contract Disputes Act); however, the Lessor shall diligently proceed with the performance of the repair, pending resolution of any dispute, claim, appeal, or action relating to the dispute.

If a particular repair is determined to be the Government's responsibility, the total dollar value for the reimbursable repair will be determined by using an independent Government estimate. Reimbursable repair work shall not be performed until the Lessor and the CO or COR have reached price agreement; provided, however, even if no such price agreement has been reached, for any such repairs which are deemed by the Government to be of an emergency nature, the Lessor shall diligently proceed with any such necessary repairs as if they had been requested pursuant to an Emergency Service Call. The Lessor shall submit detailed cost breakdowns, when requested. These breakdowns shall include the labor hours by trade (or by type of work to be performed on the project) and itemized listings of the supply and material costs, plus overhead and profit markups. The Government reserves the right to furnish any or all parts or materials for reimbursable repairs or to contract elsewhere.

6.9. Maintenance of Facility Equipment and Systems.

6.9.1. General. The equipment and systems to be operated, maintained and repaired by the Lessor include all architectural, mechanical, electrical, plumbing, elevator, and Lessor-owned utility systems which are installed in each Building in the Facility or are otherwise located within the Site, including, but not limited to:

- roof systems and roof drainage
- air-conditioning equipment and systems

- air-handling/distribution equipment and systems
- domestic water equipment and systems
- electrical equipment, lighting systems, switchgear, transformers and supervisory systems
- heating equipment and systems
- HVAC system controls and monitoring equipment
- Lessor-owned sanitary sewage equipment and systems
- Lessor-owned storm drainage equipment and systems
- Lessor-owned underground utility systems
- elevator equipment and systems
- emergency generators, automatic transfer switching devices, and associated equipment of EPS and ITEPS
- humidification systems
- energy management systems
- fire extinguishers and sprinkler systems
- water treatment for mechanical systems
- security systems provided by the Lessor in accordance with Section 8.13 below
- fire alarm systems

6.9.2. Uninterrupted Utilities. The Lessor is responsible for maintaining utility services to the Leased Premises and other portions of the Facility at all times throughout the Lease Term, except that the Lessor shall not be responsible for interruptions in electricity, heating or cooling which result from the (i) Government's non-payment of costs for which it has direct responsibility or (ii) which result from utility equipment not owned by the Lessor.

6.9.3. Maintenance/Repair Standards. The Lessor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment necessary to maintain and operate all Facility mechanical/utility systems, and shall plan, schedule, coordinate and ensure the effective and economical operation, maintenance and repair of the Facility and its systems. All mechanical, electrical, plumbing and utility systems shall be operated in a manner that is compatible with then current GSA energy conservation guidelines, and shall be maintained at an acceptable level throughout the Lease Term. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition so that there will be no diminishment of the normal life expectancy of the equipment. At a minimum, all Facility equipment (other than Government Equipment) and systems shall be maintained in accordance with one of the following methods: the manufacturer's recommendations; the best practices of the industry; or preventive maintenance guidelines developed by the Lessor and approved by the COR. The Lessor shall operate, service, maintain, and repair all Facility equipment and systems under warranty in accordance with the manufacturer's warranty instructions. The Lessor is responsible for performing scheduled and unscheduled maintenance and repairs to all such Facility equipment and systems, as necessary, on a 24-hour a day, three hundred sixty-five (365) days per year basis. On a daily basis, the Lessor shall report to the COR the status of any equipment or systems not operating or that become nonoperational during the work day. Any system or equipment, including elevators, not operational by the beginning of Normal Working Hours shall be reported to the COR by 7:00 a.m. of that day. Security and fire alarm system malfunctions shall be reported immediately to the COR as well as to the security command center. The Lessor shall give the Government 24-hour advance notice for passenger or service

elevator service interruptions which are reasonably expected to exceed one and one-half (1-½) hours.

6.9.4. Completion of Repairs. All Facility equipment and systems shall be operated in an energy-efficient manner in order to meet or exceed those minimum performance requirements set forth in Article VIII for all such systems, and in any event, to ensure that the Government enjoys fully functional, Class A occupiable space. All equipment and systems in need of repairs or maintenance shall be repaired or maintained by the Lessor within that time period set forth in Section 6.8.1. If such repairs are not made within such time period, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof.

6.9.5. Value Analysis. The Government reserves the right to require the Lessor to provide a value analysis of replacement or repair options of a system, in whole or in part, when routine maintenance or repairs of such system over a period of three (3) years exceeds Seventy-Five Thousand Dollars (\$75,000). The value analysis shall compare the proposed systems, equipment, facilities, and supplies, for the purpose of achieving the required function at the lowest long term overall cost, consistent with requirements for performance, including reliability, maintainability, delivery and human factors. The Lessor shall submit the value analysis to the COR for approval. When the approved value analysis covers a period beyond the Lease Term and indicates that replacement is preferred over repairs, the CO may require that the replacement be performed. Equitable compensation would be made to the Lessor.

6.10. Custodial Services/Miscellaneous.

6.10.1. Timing. Cleaning and trash/solid waste removal is to be typically performed after Normal Working Hours. Special arrangements (which may include having security personnel present during all cleanings) will be made with the COR for the following areas which must be cleaned during Normal Working Hours for security reasons: the Computer Facility, switch room, MDF rooms, the security command center, and the one, Government-designated, high-security patent examining group located within the Leased Premises. Notwithstanding the foregoing, if best industry practices applicable to a particular Joint Use Space (e.g., the Child Care Center, the Public Search Facility, the Cafeteria, the Health Unit and the Fitness Center) require multiple cleanings and/or trash removal throughout the day, the Lessor shall perform such services in accordance with such industry standards during Normal Working Hours, and the Lessor shall use best efforts to minimize disruptions resulting therefrom.

6.10.2. Evaluation. The Lessor shall maintain the Leased Premises and all other portions of the Facility, including exterior areas and Base Building Spaces, in a clean condition, and shall provide the necessary cleaning supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the CO's evaluation of results, not the frequency or method of performance.

6.10.3. Cleaning Schedule. At least fifteen (15) working days prior to the scheduled Government occupancy of the first portion of the Leased Premises, the Lessor shall officially submit to the COR a program and schedule for accomplishing the cleaning services specified below. The plan shall describe the work to be accomplished and the frequency of performance of each work item, including any special cleaning requirements required in order to meet best industry standards for Joint Use Spaces. Within ten (10) working days following receipt of

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such program, the COR will review the program and officially notify the Lessor whether it is approved or whether revisions are required. References to shampooing in the following schedule shall require water extraction cleaning. Lessor shall not be required to move heavy modular furniture or systems furniture to accomplish the following.

The Lessor shall:

- (a) **Periodically Throughout the Day (but at a minimum, at least twice daily):** Clean toilet/shower areas in the Fitness Center, clean all appropriate areas in the Child Care Center, clean dining and kitchen areas in the Cafeteria, and clean other areas within the Joint Use Spaces, in each case in accordance with best industry standards applicable to each such Joint Use Space. Disinfectants must be approved by the Government.
- (b) **Twice Daily:** Replenish toilet supplies, clean toilet areas and empty trash as needed.
- (c) **Daily:** Empty trash and recycling receptacles. Sweep entrances, lobbies and corridors. Spot sweep all floors and spot vacuum all carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures. Dispose of all trash and garbage generated in or about each building. Wash inside and outside of or steam clean cans used for collection of food remnants from snack bars, vending machines and the Cafeteria. Wash interior and exterior of microwave ovens. Spray buff resilient floors in all public corridors, entrances and lobbies. Clean elevators. Remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms. Vacuum carpets in high traffic areas such as corridors and lobbies.
- (d) **Three Times Per Week:** Sweep or vacuum stairs.
- (e) **Weekly:** Dust horizontal surfaces that are readily available and visibly require dusting. Damp mop and spray buff all resilient floors. Sweep sidewalks, parking areas and driveways (weather permitting). Completely sweep and/or vacuum carpets.
- (f) **Every Two Weeks:** Spray buff all floors in non-public corridors, entrances and lobbies. Damp mop and spray buff all floors in office space and Joint Use Spaces.
- (g) **Monthly:** Thoroughly dust furniture and baseboards. Sweep storage space. Spot clean all wall surfaces within 70" of the floor.
- (h) **Every Two Months:** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.
- (i) **Three Times Per Year:** Dust wall surfaces within 70" of the floor, vertical surfaces and under surfaces. Polish metal and stone surfaces in lobbies. Wet mop or scrub garages. Wash all interior and exterior windows and other glass surfaces.

(j) **Twice Per Year:** Strip and apply four coats of finish to resilient floors in public corridors, entrances and lobbies, the Cafeteria, the Public Search Facility, the Child Care Center, the Fitness Center and other heavy traffic areas.

(k) **Annually:** Wash all window blinds and dust six (6) months from washing. Vacuum or dust all surfaces in the building above 70" from the floor, including light fixtures. Vacuum all drapes in place for those alternate years when such drapes are not cleaned or washed. Strip and refinish floors in offices, Joint Use Spaces, and non-public lobbies and corridors. Shampoo carpets in all public corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

(l) **Every Two Years:** Shampoo carpets in all offices, Joint Use Spaces and other non-public areas. Dry clean or wash (as appropriate) all drapes.

(m) **As Required:** Properly maintain plants, lawns and other Site Improvements. Promptly remove snow and ice from all building entrances, exterior walks, site roadways, parking lots and garage entrances. Replace light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes removing and return of all furniture) as needed and in any event in accordance with that schedule set forth in Section 6.12.2. Exterminate pests. Repaint parking space stripes in parking lots.

The Lessor shall remove and transport all solid waste to a processing facility for the purpose of re-manufacturing or recycling to the extent commercially feasible. All solid waste not transported to such a facility shall be disposed of only through a solid waste disposal facility that has been certified by the appropriate agency of the Commonwealth of Virginia which is responsible for solid waste management, or by the Environmental Protection Agency ("EPA").

6.10.4. Flag Display. The Lessor shall be responsible for flag display(s) on all workdays and federal holidays. The Government will provide instructions when flags must be flown at half-staff.

6.10.5. Snow/Ice Removal. The Lessor shall maintain all exterior areas of the Facility, including but not limited to all roadways and parking areas, free of snow and ice and all hazardous conditions due to the weather at entrances, steps, landings, sidewalks, vehicular courts, parking areas and approaches within the Facility. Such snow and other hazardous conditions are to be removed before Normal Working Hours, and continuously throughout the day as needed. No snow or ice is to be dumped on or near trees, shrubbery, ground cover, grass or flower bed areas. Chemicals and/or sand used shall not injure, damage or destroy Government property. The Lessor shall furnish the COR with a list of telephone numbers where either he or his authorized representatives can be contacted seven (7) days per week at any hour of the day or night in order to perform such snow or ice removal. Local jurisdictions are permitted to maintain roadways, if such roadways are not subject to Lessor's control. The Lessor shall cooperate with the local jurisdiction as required. In the case of failure or insufficient performance by the local jurisdiction, the Lessor shall deliberately pursue all reasonable measures to correct such failure or insufficient performance.

6.10.6. Landscape. The Lessor shall properly maintain plants, lawns and all other landscaping. Landscape maintenance is to be performed during the growing season on a

weekly cycle and will consist of watering, mowing, raking, and policing all exterior areas to keep them free of debris, leaves and grass clippings, and to maintain all such areas in a neat, healthy and attractive manner. Pruning, weed control and fertilization are to be done on an as-needed basis. In addition, dead or dying grasses, plants, shrubs or trees are to be replaced with ones of the same type and size, to the extent commercially feasible. Performance will be based on the CO's evaluation of results and not the frequency or the method of performance.

6.10.7. Pest Control. The Facility shall at all times be free of pests, bees, insects and rodents. The Lessor shall utilize procedures that are safe to humans and the environment and which are in compliance with Applicable Law. Programs for the control of all rodents, insects and pests shall be continually in effect. There shall be no obvious signs of any infestations.

6.10.8. Key Control. The Lessor shall furnish reimbursable services for routine relocation of lock-sets or tumblers, duplication of keys, opening doors in the event of lost keys, and changing lock combinations. This refers only to doors for entrances into spaces; not furniture, cabinets or safes. If keys are lost by Lessor employees, contractors or subcontractors, the Lessor is responsible for changing or re-tumbling all affected locks and must immediately provide the appropriate keys at its expense. In the event a master key in the Lessor's possession is lost or duplicated, all locks and keys for that system will be replaced. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced. The On-Site Supervisor shall always have within ready availability at the Facility at least one set of the master key and all other keys required to operate the Facility with the exception of the keys maintained by the government and described in the following sentence. The Government shall retain sole control of all keys to the main communication vault and all communication rooms described in Article VIII, and the Government shall provide reasonable access to the Lessor as needed in order for the Lessor to perform necessary repairs and maintenance. The COR shall maintain all such Government keys in a readily available location.

6.11. Preventive Maintenance. The Lessor shall develop and implement a Preventive Maintenance ("PM") program to ensure proper operations and maintenance of all Facility equipment and systems. The PM program shall include, but not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and the furnishing of necessary parts and repairs to keep equipment and systems in optimum operating condition. The PM program shall be turned over to the Government, at no additional cost to the Government, at such time as the Government may choose to exercise its option under Section 2.7 to assume responsibility for preventive maintenance.

No later than thirty (30) days prior to the scheduled Government occupancy of the first increment of Leased space, the Lessor shall submit to the COR a proposed PM program for equipment and systems in the Building(s). The Lessor shall identify those items on which PM will be performed, indicating both the PM frequency and description of work to be done on each item. The COR will review the proposed PM program and return a copy to the Lessor within 30 working days of receipt, indicating which PM procedures and schedules are reasonably acceptable. Unacceptable PM procedures and schedules will be revised and resubmitted by the Lessor until accepted in writing by the COR. If, once approved, the program later proves to be deficient or warrants revision due to changed circumstances, the PM program shall be made available to the COR, at his discretion, for his review and revision.

The COR shall be given advance notification when maintenance or repair work is to be done which requires equipment opening or dismantling or which may result in one or more of the Facility performance requirements (e.g., electrical, temperature, security) not being satisfied during Normal Working Hours. Such equipment includes, but is not limited to, generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, and such other equipment determined to be critical by the COR. At its option, the Government may inspect such equipment before, during, or after any work is performed.

The Lessor shall correct all deficiencies identified by the Government during PM inspections. The Lessor shall maintain PM records for each piece of building equipment and all Facility systems. The records shall reflect actual maintenance performed, the scheduled and actual completion dates, and if any deficiencies were found. The Lessor shall maintain and update all PM history files monthly. These files shall be made available to the COR upon his request. The PM history files shall identify all repairs made to any mechanical equipment. The PM history files shall contain the date the repair was completed, cost of all parts, number of hours the repair took to complete, and the equipment serial number on which the repair was completed.

The Lessor's PM program shall include, but not be limited to, inspections and maintenance repairs of the following systems:

- HVAC system
- electrical system
- roof system
- roof drainage systems
- site lighting
- irrigation systems
- exterior and interior signage and automated locator systems
- loading dock and garage gas sensors for exhaust fan control
- fire command and control systems
- fire alarm system
- backflow preventers
- security command and control systems
- energy management system
- EPS and ITEPS

6.12. Architectural/Structural Maintenance and Repairs.

6.12.1. General. Except for repairs solely caused by the willful misconduct of a Government employee or Government-hired contractor, the Lessor shall provide necessary labor, equipment and materials to perform all architectural and structural maintenance and repair to the Leased Premises and to all other portions of the Facility interior and exterior including, but not limited to, exterior walls, roofing, roof drains, flashing, skylights, chimneys, ventilators (and other items that pierce the roof), gutters, downspouts, expansion joints, splash blocks, overhangs, exterior windows and doors, door-locks, hinges, sidewalks, driveways, snow melting systems, roads, curbing, parking areas, patios and exterior stairways, interior walls and wall coverings, floors and floor coverings, interior stairways, ceilings and ceiling tile, window treatments, interior doors and windows and plumbing fixtures.

The maintenance level shall assure that the Facility is free of missing components or defects that could affect the safety, appearance, or intended use of the Facility or could prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with its design intent. The quality of the work shall ensure that repaired areas be fully compatible with and match adjacent surfaces or equipment. All replacement items shall match existing items in dimensions, materials, quality of work, finish, color (as nearly as possible), and design. During all stages of work, debris shall not be allowed to spread into adjacent areas or accumulate in the work area itself. All such debris, excess material, and parts shall be cleared and removed at the end of each day while work is in progress. Upon work completion, stains and other unsightly marks shall be removed. Wherever the term "appearance" is used in this or subsequent Sections, it shall be construed to mean an appearance to match the original finished appearance.

The Lessor shall perform touch-up painting to the Facility interior and exterior, as required, in accomplishing maintenance and repair work. The Lessor shall maintain all Facility loading ramps and doors (including automatic doors) in a safe and usable condition.

6.12.2. Finishes. The Lessor shall replace, after Normal Working Hours, worn finishes (this includes moving and return of furnishings and furniture, including partition systems and connected power and telecommunications cabling) pursuant to the following:

(a) **Carpet Replacement.** All carpet shall be replaced, at the Lessor's expense, at least once every eight (8) years during Government occupancy or at any time during the Lease Term when the backing or underlayment is exposed or there are noticeable variations in surface color or texture.

(b) **Other Flooring Replacement.** Resilient flooring and all other floor finishes shall be replaced, at the Lessor's expense, prior to and during Government occupancy when it has chips, cracks, curls, upturned edges, or other noticeable variations in texture. Replacement materials shall match adjacent existing materials in all ways.

(c) **Wall Covering Replacement.** All wall coverings are to be maintained in "like-new" condition for the entire Lease Term. Wall coverings must be replaced or repaired, at the Lessor's expense, except where damage is due to the willful misconduct on the part of the Government. The wall finishes in all restrooms must be replaced or repaired if they are damaged, loose, chipped, broken, or permanently discolored. Repaired materials shall physically match adjacent materials in all respects.

(d) **Painting.** All painted surfaces, including any partitioning installed after initial Government occupancy, shall be repainted, at the Lessor's expense, at least once every five (5) years. Public Base Building Spaces must be repainted, at the Lessor's expense, at least once every three (3) years.

6.13. Elevators.

6.13.1. General. The Lessor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, and equipment to ensure the effective and economical operation,

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maintenance, and repair of all Facility elevator (passenger and service) equipment in order to meet the requirements of Article VIII and the remainder of this Lease. When an elevator is removed from service for dismantling, repair, or maintenance, the Lessor shall place "OUT OF SERVICE" signs at each landing served by such equipment or systems. All replacement parts, lubricants, and other materials used in repairing these systems shall be comparable to type and grade recommended by the respective equipment manufacturer. The Lessor is responsible for all telephone conductors within the hoistway and elevator cab. All elevator, telephones and related equipment shall be checked bi-weekly, with deficiencies immediately reported to the COR.

6.13.2. Prompt Response/Notices.

- (a) The Lessor shall respond promptly to all reports of elevator problems where life or property is endangered, but in no case any later than fifteen (15) minutes to all reports involving passengers on a stalled elevator and within one hour to all other elevator problems or malfunctions reported to Lessor. Corrective action in all cases shall be completed in the shortest possible time consistent with the nature of the problem and the best practices of the trade, and in any event, within that time period set forth in Section 6.8.1. The Lessor shall maintain or have within quick availability an up-to-date inventory of spare parts necessary to perform all anticipated repairs to elevator systems.
- (b) The Lessor shall give the Government 24-hour advance notice of passenger or service elevator service interruptions which are reasonably expected to exceed one and one-half (1-½) hours.

6.14. Inspection and Testing.

6.14.1. Lessor Responsibility. The Lessor is responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the requirements of this Lease. The results of inspections conducted shall be documented in inspection report format for submission to the Government. The Lessor shall promptly perform necessary work to assure that all defects or omissions are corrected. All inspection reports to the Government shall warrant the results as presented.

6.14.2. Inspection of Services.

- (a) As used in this Section 6.14, "services," includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Lessor shall provide and maintain an inspection system acceptable to the Government covering the services under this Lease. Complete records of all inspection work performed by the Lessor shall be maintained and made available to the Government.
- (c) The Government has the right to inspect and test all services called for by the Lease, to the extent practicable, at all times and places during the Lease Term. The Government shall perform inspections and tests in a manner that will not unduly

delay the work. Such testing as to indoor air quality shall be subject to Section 7.14.4 below.

6.14.3. Failure to Perform. If any of the services do not conform with Lease requirements, as set forth in this Lease, the Government may require the Lessor to perform the services again in conformity with such requirements. When defects in services cannot be or are not corrected by re-performance, the Government may, as its exclusive remedy, take the actions permitted by Section 9.16 hereof, or assume direct responsibility for services, as provided for in Section 2.7.

6.14.4. Testing of Elevator Systems.

(a) The Lessor shall conduct tests as necessary to ensure all Lease requirements are being fulfilled. The COR shall be notified and shall have the right to be present for any testing. All tests shall be performed in accordance with ASME A17.1, unless modified herein.

(b) The Lessor shall perform 5-year governor, safety and buffer tests. The Lessor shall ensure that all equipment is properly operating before conducting the tests and shall correct all defects found or caused by the testing, immediately upon completion of all tests. Within two (2) working days of completing such testing, the Lessor will advise the COR, in writing, of test results, necessary repairs, and estimated completion dates. However, major defects shall be brought to the COR's attention immediately.

(c) The Lessor shall ensure that all elevators operate at their rated speeds in accordance with the requirements of Section 8.8. Tests confirming this shall be accomplished within forty-five (45) days after the occupancy of the first increment of Leased Premises and yearly thereafter. Both the initial and subsequent annual test results shall be maintained for the inspection of the COR within fifteen (15) days of completion.

(d) As annual maintenance items, the Lessor shall test and adjust group supervisory control systems and scheduling, dispatching, logic system and emergency service features to ensure they operate in compliance with manufacturer specifications. All tests and adjustments shall be performed after Normal Working Hours and at no additional cost to the Government. A written record indicating adjustment time intervals, dispatch times on all programs, door standing times, door opening and closing speeds, and door pressure at various operating speed(s) shall be maintained for the inspection of the COR 15 days after the completion of each test described in Section 6.14.4(c) above.

(e) The Lessor shall test and adjust the elevator firefighter service recall system monthly for proper operation. The first test results will be recorded 30 days after Government occupancy of the first increment of Leased space and on the last workday of every month thereafter.

(f) The Lessor shall perform all service and repair work in compliance with the latest ASME standards.

(g) The Lessor shall inspect all elevator-related equipment and systems, (including all equipment areas) every two (2) weeks, and shall replace burned-out lamps, signal lights, accessory equipment lights, and fluorescent tubes as needed or directed by the COR. Replacement of defective receptacles, light fixtures, and light sockets shall also be the responsibility of the Lessor.

6.14.5. Testing of Mechanical Equipment.

(a) The Lessor shall perform test checks of large or high-energy-use equipment (e.g., chillers, pumps, air handling equipment). Tests that require systems or components to be taken off-line are prohibited during Normal Working Hours unless the COR has given his prior written approval.

(b) The Lessor shall perform observation and inspection tours throughout the facility. Tours involve observing and inspecting operating equipment for proper operation, recording readings, turning equipment on or off as required by the O&M Plan, and making minor equipment adjustments. The Lessor shall develop work assignment sheets to describe the work to be performed (or checks to be made) on each piece of equipment toured. The work assignment sheets shall be in accordance with the equipment manufacturer's recommendations or best industry practices. As part of the O&M Plan, all tour plans must be submitted to the COR for his information. Copies of the actual readings and observation shall be maintained for inspection by the COR on a monthly basis.

6.14.6. Testing of Life Safety Systems.

(a) **General.** The Lessor shall test all life safety systems (e.g., fire alarm, sprinkler, smoke control, emergency lighting) at least twice a year or as required by Code, whichever is more stringent, to ensure proper operation. Written prior notice to the Government shall be provided so that these tests may be witnessed by a representative of the CO.

(b) **Emergency Generators.** The Lessor shall operate the EPS and ITEPS generators (supplying the Computer Facility, main communication vaults, switch room, MDF rooms and communication rooms) under full load conditions for one (1) hour each month. The Lessor shall verify that the fuel storage tank(s) is (are) full. Times for testing the emergency generators shall be approved, in advance, by the COR.

(c) **Fire Alarm System.** The Lessor shall at least twice a year or as required by Code, whichever is more stringent, test, inspect, and maintain the components of the fire alarm system. The Lessor shall repair the system when defects are discovered. The Lessor shall test the annunciator to ensure that the audible alarm, trouble indicators and alarm indicators are functioning properly.

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(d) **Other Systems/Performance Requirements.** The Lessor shall maintain and test all life safety systems in accordance with Article VII, Safety and Environmental Requirements, and shall satisfy all ongoing requirements set forth in said Article VII.

6.14.7. Testing of Security Systems. The Lessor shall at least monthly test, inspect and maintain the complete security system. The Lessor shall repair the systems when defects are discovered. Monthly inspection and testing shall include:

- (a) The central security console and annunciator systems and circuits to ensure that the audible alarm, trouble lights and alarm lights are functioning properly;
- (b) Closed-circuit television signal generation and receipt at the central console for each monitor;
- (c) Closed-circuit television tape recording capabilities; and
- (d) Security inter-communications system at each station.

6.14.8. Testing of Electrical Systems. Except to the extent owned by the utility provider, the Lessor shall be responsible for inspecting and testing the Facility's electrical distribution systems, including but not limited to, substations, power transformers, switch gear, control panels, and circuit breakers. This work shall be performed by qualified personnel who are fully knowledgeable in inspecting and testing all high and low voltage electrical power distribution systems. The Lessor shall be responsible for providing the COR with official, certified electrical condition reports detailing the items inspected, results of tests, PM adjustments performed, and including a brief description of any defects found. The Lessor shall repair any defects which are discovered. Each report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service. The report shall be submitted to the COR within thirty (30) days after initial occupancy and annually thereafter.

6.14.9. Boiler Testing. The Lessor shall inspect all boilers in accordance with ASME Pressure Vessel Codes. The Lessor shall furnish a copy of the inspection schedule to the COR at least thirty (30) working days prior to the scheduled Government occupancy of the first increment of Leased space. The Lessor shall annually inspect all unfired pressure vessels operating at a pressure in excess of sixty (60) p.s.i. and having a capacity in excess of fifteen (15) gallons. At the COR's request, the Lessor shall provide a copy of all such inspection reports to the COR. The Lessor shall promptly repair any defects noted in such inspection reports.

6.14.10. Monitoring of Transportation Management Plan. The Lessor shall comply and shall monitor compliance with the transportation management plan imposed upon Lessor from time to time by local governmental authorities and in accordance with Schedule 2.10 of this Lease, and shall submit reports to the COR regarding areas of compliance or noncompliance. Such reports shall be submitted to the COR monthly from and after the Government's occupancy of the first increment of Leased space until twelve (12) months after the completion of the Government's occupancy of the entire Leased Premises, and thereafter, on an annual basis. To the extent required by any governmental authorities, changing occupant

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requirements or circumstances, or otherwise, the Lessor shall modify the transportation management plan in order to meet all such requirements, and the Lessor shall promptly notify the Government of any such modifications and shall provide copies thereof.

6.15. Transfer of Certain Operational Responsibilities.

6.15.1. General. The Lessor recognizes that, if the Government elects, at its option, to assume direct responsibility for any operations and maintenance function, continuity of the services set forth herein must be maintained. In recognition of the above, the Lessor agrees to provide transition services for a period of not more than ninety (90) days immediately after any such Government assumption, all at no additional cost to the Government. It is agreed that transition services shall be provided by utilizing qualified personnel who already are assigned to the Facility.

The Lessor and the Government shall jointly prepare a mutually agreeable detailed plan for transition operations. Such plan shall specify separately an orientation program to familiarize the personnel of the successor contractor with the Facility, its equipment and any peculiarities thereof. In the event of any such transfer and during such transition period, the Lessor agrees to provide, at a minimum, the information, materials, instructions and services described in the remaining provisions of this Section 6.15.

Provided that the Lessor has cooperated as required above in performing transition services, and provided that the Lessor has disclosed known aspects of the equipment's prior maintenance, performance and condition, including replacement schedules, the Government shall assume the responsibility for the maintenance, repair and replacement of any equipment which is damaged as a result of the Government's failure to properly operate or maintain such equipment. Lessor shall retain responsibility for regularly scheduled capital repairs and replacements which would have been required due to normal use and considering normal equipment life.

In the event the Government elects to assume direct responsibility for all operations and maintenance of the Leased Premises, the Government shall, from and after the date of such assumption, be entitled to reduce the annual Base Rent by \$900,000 (which sum represents Lessor's management fee included within Base Rent). Lessor agrees to provide transition services for a period of not more than ninety (90) days immediately prior to such Government assumption, all at no additional cost to the Government, in accordance with the provisions described above.

6.15.2. Instructions to Government Employees. At the outset of the Lease Term, the Lessor shall furnish to the Government, without additional expense, the services of competent instructors, who will give full instructions in the care, adjustment, and operation of the systems and equipment to designated Government and/or Government contract employees. Each instructor shall be familiar with all parts of the system on which he is to give instruction and shall be trained in operating theory as well as in practical operations and maintenance work. Factory trained instructors shall be employed wherever practical and available. The instruction shall be given during Normal Working Hours. Where significant changes or modifications in equipment are made, additional instruction shall be provided as may be necessary to acquaint the operating personnel of the changes or modifications.

6.15.3. Posted Operating Instructions. Operating instructions shall be provided for each system and each principal piece of equipment for the use of operations and maintenance personnel. The Lessor shall include wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves, and control sequence, which diagrams shall be protected, located proximate to the equipment, and posted in plain view. Printed or engraved operating instructions for each principal piece of equipment including start-up, proper adjustment, operating, lubrication, shutdown, safety precautions, procedures in the event of equipment failure, and any other necessary items of instruction as recommended by the manufacturer of the unit shall be attached to or posted adjacent to the piece of equipment. Operating instructions exposed to the weather shall be made of weather-resistant materials or shall be suitably enclosed to be weather protected. Operating instructions shall not fade when exposed to sunlight and shall be secured in such manner as to prevent easy removal.

6.15.4. Operation and Maintenance Manuals. Upon any transfer of operation and maintenance responsibility to the Government, the Lessor shall provide three sets of O&M manuals for each mechanical and electrical system, for each piece of equipment, and for other system enhancements. The Lessor shall organize manuals into suitable volumes. Manuals shall have table of contents, and be assembled to conform to table of contents with tab sheets covering each subject. The instructions shall be legible and easy to read. Manuals shall be hard bound and sheets consistent in size; where oversize drawings are necessary they shall be folded to their correct size. The words "Operation and Maintenance Manual" and the name and location of the building shall appear on the cover.

Manuals shall include, but not be limited to, the following data:

- A detailed description of each system: electrical, mechanical (HVAC), fire protection & life safety, communications, access control and security, etc. The description shall include the operation of each system and each of its components, including layout showing piping, valves, controls and other components, and including, software programming, diagrams and illustrations where applicable.
- wiring and control diagrams, schematics, block diagrams complete with all data to explain detailed operation and control of each component
- control sequence describing start-up, operation, and shutdown
- procedure for starting
- procedure for operating
- shutdown instructions
- installation instructions
- maintenance and overhaul instructions
- lubricating schedule, including type, grade, temperature range and frequency
- emergency instructions and safety precautions
- corrected shop drawings
- approved product data
- copies of approved certifications and laboratory test reports (where applicable)
- copies of warranties/guarantees
- test procedures and copies of certified test results of all equipment and systems
- performance curves and rating data

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- parts list, including sources of supply, recommended spare parts, and service organization convenient to building site
- name, address, and telephone number of each subcontractor who installed equipment and systems, and local representative for each type of equipment and each system
- software programming instructions
- copies of all Material Safety Data Sheets ("MSDS"), together with a chart showing the location of all equipment and material requiring MSDS
- other pertinent data applicable to the O&M of particular systems or equipment and/or other data specified in technical sections of the specification

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ARTICLE VII

SAFETY AND ENVIRONMENTAL MANAGEMENT

7.1. Overview. This Article VII sets forth the Lessor's obligations regarding the safety and environmental management of the entire Facility. The parties hereto shall refer to Article VIII to determine whether such obligations shall be satisfied pursuant to the Lessor's Base Building requirements or as part of the Fit-Out (e.g., a portion of the sprinkler system is part of the Fit-Out and a portion is part of Base Building construction). The Lessor shall perform, in accordance with Applicable Law, all construction required under the terms of this Lease, whether for Base Building or Fit-Out, and all such construction shall meet or exceed all requirements of Applicable Law dealing with safety and environmental matters. The Lessor shall certify in writing to the Government, from time to time at the Government's request, that such improvements have been so constructed and are being maintained in accordance with all such legal requirements throughout the Lease Term. The Lessor further agrees that if a safety or environmental hazard or danger arises during the Government's use of its occupied space and the remediation or correction of such hazard or danger is not specifically addressed elsewhere in this Lease, the Lessor agrees to reasonably cooperate with the Government in using best efforts to abate such hazard or hazardous condition in a commercially responsible and timely manner. To the extent commercially feasible, whenever the Lessor has a choice between the use of a hazardous material and a non-hazardous material in performing any of its obligations under this Lease, the Lessor shall use the non-hazardous material.

7.2. Testing. Except as otherwise set forth herein, the Government reserves the right to request and witness tests of safety systems on no more than an annual basis. Lessor shall assist the Government in any of its assessments and detailed studies by making available information on building operations and providing access to space for assessment and testing.

7.3. Code Violations. Equipment, services, and utilities furnished shall be free of safety, health, and fire hazards. When hazards are detected, they must be promptly corrected at the Lessor's expense.

7.4. Lessor Indemnity. The Lessor agrees throughout the Lease Term and as long thereafter as may be necessary, to indemnify and to defend and hold the Government harmless from and against any and all loss, cost, damage, claims, liability, cause or expense (including reasonable attorneys' fees) suffered or incurred by the Government in connection with the presence in or on the Site, Buildings, Leased Premises or other portions of the Facility of any hazardous, toxic or similarly regulated substance, material, chemical or matter, or any pollutants, as such terms may be defined under Applicable Law (collectively, "Hazardous Materials"). As used in this section, the term "Hazardous Materials" also includes any substance, material, chemical, matter, pollutant or circumstance prohibited, restricted or otherwise described as hazardous in this Lease and/or in certifications and representations made in connection with this Lease (collectively, the "Listed Materials"), as well as any substance, material, chemical, matter or pollutant the transportation, handling, storage, disposal, treatment or remediation of which is regulated by Applicable Law. The Lessor covenants to promptly cause any Hazardous Materials discovered in the Facility to be removed therefrom such that any remaining quantities are within tolerances permitted by Applicable Law and to be disposed of in accordance with all Applicable Laws. The Lessor further covenants to promptly undertake any required remediation or other corrective measures. The terms of this section shall not apply to any Hazardous Materials introduced solely by the Government after June 1, 2000.

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The term "Hazardous Materials" shall not include any such Hazardous Materials which are customarily found in new, institutional and first-class quality building and headquarters office operations, provided that the same are maintained only in customary quantities and in proper containers, and are handled and disposed of as required by Applicable Law.

7.5. Portable Fire Extinguishers. Lessor shall provide, inspect and maintain portable fire extinguishers in accordance with National Fire Protection Association ("NFPA") Standard No. 10.

7.6. Standpipes. Lessor shall provide standpipes which shall conform to NFPA Standard No. 14.

7.7. Sprinkler Systems.

7.7.1. Definitions.

(a) As used herein, "Automatic Sprinkler System" means an electronically supervised, integrated system of piping to which sprinklers are attached in a systematic pattern, and which, when activated by heat from a fire: (i) will protect human lives by discharging water over the fire area, in accordance with the NFPA Standard 13, 13D, or 13R, whichever is appropriate for the type of building and occupancy being protected, or any successor standard thereto; and (ii) includes an alarm signaling system with appropriate warning signals (to the extent such alarm systems and warning signals are required by Applicable Law) installed in accordance with the NFPA Standard 72, or any successor standard thereto.

(b) As used herein, "Equivalent Level of Safety," means an alternative design or system (which may include Automatic Sprinkler Systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by Automatic Sprinkler Systems.

7.7.2. Requirements.

(a) The Leased Premises must be protected by an Automatic Sprinkler System or, in the few spaces where sprinklers may not be appropriate, an Equivalent Level of Safety. As described in Sections 8.8.2 and 8.8.3, concealed sprinkler heads shall be used in all public lobbies and elevator lobbies. If required by Applicable Law, the parking facilities shall be protected by an Automatic Sprinkler System.

(b) If Lessor proposes to satisfy any requirement of this Section 7.7 by the use of an Equivalent Level of Safety, the Lessor shall provide, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an Equivalent Level of Safety for the offered building or area exists.

7.7.3. Preliminary Systems Criteria.

(a) Water supply to the fire standpipe/sprinkler system shall consist of properly sized service, an automatic fire pump, and siamese connections. The water supply shall be provided with a double check valve assembly. Where required by Applicable

Law, an automatic jockey pump shall provide constant water pressure in the fire system. The automatic fire pump shall be connected to the emergency power source with automatic switching where required by Applicable Law.

(b) The sprinkler system shall be supplied from standpipe risers with zoned control valve assemblies consisting of shut off valve, check valve, water flow switch/alarm, and drain test connection, and shall be electrically supervised with tamper switches at each connection.

(c) Hose stations shall consist of 2-½" capped hose valves located in stairways, or in fire hose cabinets if located outside of stairways, with threads conforming to the local fire department standards.

(d) The Buildings shall be fully protected by a wet pipe sprinkler system. Dry pipe sprinkler system or electrical heat tracing shall be provided for piping subject to freezing.

(e) The sprinkler systems shall be hydraulically calculated in accordance with NFPA 13 based on the following design basis:

(1) office and public areas: light hazard occupancy - 0.10 gpm over 1,500 square feet area

(2) storage areas: ordinary hazard, group 1 occupancy - 0.15 gpm over 1,500 square feet area

(3) equipment rooms: ordinary hazard, group 2 occupancy - 0.20 gpm over 1,500 square feet area

7.8. Engineered Smoke Control Systems. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

7.9. Fire Alarm Systems.

7.9.1. All Buildings shall have a fire alarm system meeting the standards of NFPA Standard No. 71 and 72, as further set forth in this Section 7.9.

7.9.2. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station (NFPA Standard No. 71). The Lessor shall provide emergency power for the fire alarm system in accordance with NFPA Standards No. 70 and 72.

7.9.3. All floors of each Building in the Facility shall have an emergency telephone system. This system must permit 2-way communication between a control console and any emergency telephone station. Lessor shall provide emergency telephone stations adjacent to each stairway exit discharge from the building, at each elevator lobby on the ground floor, and at each floor which has been designated for alternate elevator recall.

7.9.4. With respect to the fire alarm system, the Lessor shall provide the central processing unit(s) capable of supporting the fire alarm system for the Base Building Spaces and the Occupiable Space, the main Fire Alarm Control Panel ("FACP") in each Building, the Building annunciator panel in each Building, and the fire alarm riser raceway and riser wiring and sufficient termination strips on each floor for the attachment of conductors for visual, audible and notification devices. In Base Building Spaces, Lessor shall also provide strobe lights, speakers, pull stations, and heat/smoke detectors, as well as the associated wiring and conduit, if required, to connect these devices to the fire alarm system. In Occupiable Space, the strobe lights, speakers, pull stations, and heat/smoke detectors, as well as the associated wiring and conduit, if required, and connection of these devices to the fire alarm system, shall be provided as part of the Fit-Out; provided, however, if the wiring and conduit, if required, necessary to connect such devices to the fire alarm system exceeds 50' multiplied by the total number of devices installed, all such excess wire and conduit, if required, shall be provided by the Lessor. All devices shall be connected, powered, and controlled from the fire alarm system panels. Each building shall contain a Fire Alarm Control Room, which shall be located at an accessible location for the authorities responding to an alarm.

Each Building's fire alarm system shall be interconnected to allow monitoring and control of the fire alarm systems from the security command center. This interconnection shall be accomplished through the use of a multiplex loop to connect all of the Buildings. Each Building shall contain an independent, addressable, supervised fire alarm system to allow local control and independent operation in the event of a failure of the multiplex loop between the Buildings. Each Building shall have its own FACP located in a main Fire Alarm Control Room for the Building and a remote annunciator in the lobby of each Building. The remote annunciators shall show the general building arrangement and have easily understandable displays showing the location of the problems. Each Building's fire alarm system shall be independently powered with battery back-up power supplies.

Each Building's fire alarm system shall communicate directly to the local jurisdiction for the response to alarm conditions which shall allow for the easiest access to the correct Building by the local authorities in the event of an alarm. The alarm condition shall also be shown on the main fire alarm display panel located at the security command center. To the extent permitted by Code, the main fire alarm display panel at the security command center and the FACP in the Building shall both be able to control notification devices to allow for selective control of the notification devices.

The main fire alarm display panel at the security command center shall have the ability to respond to trouble and alarm conditions in any Building. This shall allow the security personnel on site to respond to problems without spending costly time traveling between the Buildings, and allow for fast diagnosis of alarm conditions.

All trouble and alarm conditions shall be displayed at an FACP in each affected Building and at the main fire alarm display panel at the security command center. Both panels shall have an event memory and the ability to print the log of events for record purposes and for investigation of problems.

The fire alarm system shall consist of the necessary initiating devices to allow for both automatic and manual detection of an alarm condition. Additionally, the fire alarm system

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shall be supervised to allow for a trouble condition to be activated in the case of a device or wiring failure. All wiring for the fire alarm system shall be plenum-rated cable or shall be in conduit.

Each Building shall be divided into smaller zones for the fire alarm system. This shall allow for precise locations to be determined from the initiation of a device and for control of notification devices. The notification devices shall be both visible and audible. The visual devices shall consist of strobe lights conforming to the latest National Fire Protection Association standards, and ADA, UFAS and local requirements. The audible devices shall be speakers capable of voice and tone notification.

In the event of a typical alarm condition the following events, among others, shall occur: (i) an alarm is caused by the activation of a manual pull station, (ii) the FACP and main fire alarm display panel at the security command center records the type of alarm condition and address of the device causing the alarm and provides an audible and visual signal at the main fire alarm display panel at the security desk, the main building FACP and remote annunciator, (iii) the local authorities are notified and (iv) the strobes and audible devices in the zone with the alarm and any surrounding zones possibly affected by the alarm condition are activated.

The fire alarm system shall also interface with the security, HVAC and elevator systems. Activation of an alarm condition shall cause the release of any alarmed doors which are designed as emergency egress doors. The fire alarm system shall provide control of fans and air handling units for smoke control. Additionally, heat detectors in the elevator shafts and in the elevator machine room shall cause the power to be disconnected from the elevators by activation of a shunt trip breaker supplying power to the elevators.

7.10. Emergency Lighting and Exit Signs. The Lessor shall provide in all Base Building Spaces, emergency lighting and exit signs. Such emergency lighting shall provide at least 0.5 foot-candle of illumination throughout the exit path (as the term "exit path" is determined in accordance with Code), including exit access routes, exit stairways, or other routes such as passageways to the outside of the Building. Subject to the last sentence of this Section 7.10, emergency lights and exit signs required within Occupiable Space shall be provided as part of the Fit-Out. The EPS provided by the Lessor shall provide the capacity to operate the emergency lights and exit signs within the Occupiable Space even if the public utility power fails. In addition to the exit signs actually in Base Building Spaces, the Lessor shall provide the exit signs which are required to direct occupants from each elevator lobby and at each stairwell entrance to a fire exit, even though the physical location of such signs may be within Occupiable Space (e.g., two signs for each elevator lobby and one sign for each stairway entrance).

7.11. Fire Doors. Fire doors shall conform with NFPA Standard No. 80.

7.12. OSHA Requirements. The Lessor shall comply with Occupational Safety and Health Administration ("OSHA") Safety and Health Standards (29 CFR 1910 and 1926) and all regulations promulgated thereunder, as such law relates to the design and construction of the Facility and to any ongoing Lessor obligations under this Lease.

7.13. Asbestos. No portion of the Facility, including without limitation, the mechanical rooms and other Base Building Spaces, shall contain any asbestos-containing materials. If asbestos-containing

materials must be removed in order to comply with the preceding sentence, the Lessor shall certify, prior to Government occupancy of the first increment of Leased space, to the successful completion of the removal in accordance with Applicable Law, including without limitation, OSHA, EPA, Department of Transportation, state and local regulations and guidance.

7.14. Indoor Air Quality.

7.14.1. Air contaminant levels (e.g., dust, vapor, fumes, gases) shall not exceed those permitted under 29 CFR 1910.1000 and 1910.1001. When actual concentration levels equal or exceed fifty percent (50%) of the acceptable levels set forth in 29 CFR 1910, control actions shall be initiated. In the event that background levels of exterior air contaminants in the vicinity of the site exceed the limits above fifty percent (50%) of the applicable levels set forth in 29 CFR 1910.1000 and 1910.1001), such control actions shall be initiated when indoor concentration levels exceed exterior levels. Ventilation systems having streams which pass through water shall have the water treated with an EPA-registered biocide to control etiological organisms.

7.14.2. Unless a more stringent standard is imposed by Applicable Law for a particular portion of the Leased Premises (e.g., the Child Care Center), the Lessor shall control airborne contaminants at the source and/or operate the space in such a manner that the following indicator levels for carbon monoxide, carbon dioxide, and formaldehyde are not exceeded: Carbon monoxide - nine (9) parts per million ("PPM") time weighted average ("TWA" -- eight (8) hour sample); carbon dioxide - one thousand (1,000) PPM (TWA); and formaldehyde - one-tenth (0.1) PPM (TWA). Any contamination, regardless of duration, exceeding the concentration levels listed above shall be regarded as sufficient cause for the Lessor to initiate an indoor air quality investigation and to take appropriate corrective actions.

7.14.3. The Lessor shall promptly investigate indoor air quality ("IAQ") complaints and shall implement corrective action, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC).

7.14.4. The Government reserves the right to conduct independent IAQ assessments and detailed studies within the Buildings. Such tests shall only be conducted after notice to the Lessor. The Lessor shall be entitled to participate in the testing protocol and review process, but if the Lessor and the Government disagree on such protocol or process, the decision of the Government shall control.

7.14.5. The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and the Lessor shall implement corrective measures required by the CO. The Lessor will be responsible for IAQ within the entire Facility and will correct deficiencies at his own cost. Corrective action(s) shall control or eliminate the source of contamination, whenever possible. Corrective action(s) may include product substitution, changes in operation and maintenance procedures, local exhaust, decontamination, rearrangement of office partitions, improved mixing of air, and/or increased supply of outside air.

7.14.6. Notwithstanding the foregoing, the Government is responsible for addressing IAQ problems that result directly and solely from its own peculiar activities, if any, which are separate, distinct and not of the kind ordinary or customary for office users in large headquarters-type space.

7.15. Radon Measurement and Corrective Action.

7.15.1. Radon levels in the Facility shall not equal or exceed the EPA action level of four (4) picocuries per liter (pCi/l).

7.15.2. The Lessor shall measure the Leased Premises for radon and mitigate radon levels which equal or exceed four (4) pCi/l. The portion of the Leased Premises that is in ground contact or closest to the ground, up to and including the second floor, shall be measured by the Lessor for radon and the results shall be certified on a form to be provided by the CO. Radon detectors shall be placed throughout the required area to ensure each detector covers no more than 2,000 square feet of occupiable space. Radon must be measured for a minimum of ninety (90) days using either alpha track detectors or electrodialysis ion chambers, herein called the "Standard Test". The Lessor shall perform the Standard Test for radon before or during Fit-Out and submit the required certification to the CO within thirty (30) days after the test is completed, but before Government occupancy of the Leased Premises, or applicable portion thereof, if possible, and if consistent with "Standard Test" procedures, and industry standard construction means and methods.

7.15.3. If measurements, as required by this paragraph, reveal radon levels at or above four (4) pCi/l, the Lessor shall develop a plan of corrective action in accordance with 7.15.4. below, to include follow-up measurements using the Standard Test after the corrective action is completed.

7.15.4. The Government reserves the right to measure radon in the Leased Premises at any time during the Lease Term. If radon at or above four (4) pCi/l is detected, the Lessor shall promptly initiate corrective action to reduce the level to below four (4) pCi/l. If radon at or above two hundred (200) pCi/l is detected, the Lessor shall restrict the use of the area and provide comparable temporary space, as agreed to by the Government, for the USPTO until the corrective action is completed. Follow-up measurements using the Standard Test shall be conducted by the Lessor to assess the effectiveness of the corrective action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Government. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation.

7.15.5. All laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program. Actual radon measurements from the testing laboratory must also be submitted for each detector used in support of the certification.

7.16. Recycling.

7.16.1. Where Applicable Law requires recycling programs for the Leased space, the Lessor and the Government shall comply with Applicable Law.

7.16.2. Where Applicable Law requires recycling, at a minimum, the Lessor shall collect, keep separate from trash and recycle office paper, newspaper and used beverage cans. The Lessor shall also establish a recycling program for cardboard, plastic containers, glass containers, landscaping debris and other recyclables from the Leased Premises unless it is commercially unfeasible to do so, as demonstrated by the Lessor to the Government's satisfaction. Accordingly, the Lessor shall complete the "Recycling Representation (JUL. 1994)". All documents pertaining to recycled materials that the Lessor provides to, or prepares for, state or local authorities or jurisdictions or for transporters of recycling materials shall also be provided at the same time to the Government.

7.17. Lead Pollutants.

7.17.1. No water supplied to occupants of the Leased Premises shall contain, at any time during the Lease Term, lead or lead-based compounds in excess of those permitted by then-current EPA-recommended safety levels.

7.17.2. Lead-based paint shall be managed by the Lessor in such a manner that no occupants are exposed to lead dust due to degradation or renovation of lead-based paint. The Lessor is to notify the CO at least one (1) week prior to performing any lead abatement work.

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ARTICLE VIII

BASE BUILDING REQUIREMENTS

8.1. Introduction.

8.1.1. Design Overview. This Article VIII sets forth the minimum Base Building performance requirements. In addition, Lessor acknowledges that it has received and reviewed the POR, which is attached hereto as revised Schedule 5.2.1 and made a part of this Lease, and that it believes that the design of the Base Building is complementary to and will accommodate the requirements of the POR. The Government reserves the right to change its POR at any time. If any change to the POR delays the Lessor's design and construction activities, requires redesign of some aspect of the Base Building, increases the Lessor's cost to construct the Base Building, or requires redesign of previously accepted Fit-Out design, then in any such case, subject to the procedural requirements of this Lease, the cost of any such delay, design or construction modification actually required and made by the Lessor shall be a Government expense, negotiated as provided in this Lease, and satisfied from the Fit-Out Allowance, or through a lump sum payment or amortization, as described in Section 3.2.

8.1.2. Overview. The Lessor is solely responsible for completing all site development, the design and construction of all buildings, structures and other improvements, and for the design and construction of all interior spaces and tenant finish work contemplated under this Lease. The cost of such Site Improvements, Base Building design and construction and Fit-Out design and build-out shall be satisfied (a) through the Lessor's completion of all Site Improvements and Base Building construction requirements set forth in this Article VIII, at its cost, or (b) (i) through the application of the Fit-Out Allowance to the design and construction of the Fit-Out, or (ii) through the Government's lump sum payment or amortization (at the Government's option) of any additional costs for the Fit-Out over and above the Fit-Out Allowance (see Section 3.2). As provided in this Lease, Lessor is responsible for designing, constructing, installing, operating and maintaining all Fit-Out.

The Base Building requirements described in this Article VIII are composed of two sub-categories: "Base Building Standard Requirements," as described in Section 8.1.3 and Sections 8.2 through 8.14 below; and "Base Building Joint Use Requirements," as described in Section 8.15 below.

8.1.3. Base Building Description. The requirements for the Base Building are described in general terms in the following paragraphs and are itemized in more detail below, in the descriptions of the Base Building Standard Requirements and the Base Building Joint Use Requirements, and are shown more particularly on the Design Documents. The Building Floor Plans demonstrate design and layout of the Leased Premises. Also reflecting that design are four (4) renderings attached hereto as Schedule 8.1.3.

The Lessor shall provide, as part of the Base Building, all Site Improvements, including all land acquisition and development, the master planning, zoning, design and construction of all appropriate site infrastructure improvements, such as roadways, passageways, parking areas and facilities, primary site trunk lines for utilities and mechanical systems, and all site landscaping. Base Building includes all financing costs incurred in connection with designing

and constructing the Facility (whether such financing cost is part of the Base Building construction or the Fit-Out Allowance), as well as internal Lessor costs incurred in connection with the land acquisition, land development, and Base Building (but not the Fit-Out) construction required under this Lease. Base Building also includes the costs of all permits, licenses, fees or other charges required by governmental authorities or incurred by the Lessor in connection with the Base Building (but not the Fit-Out) construction required hereunder (whether for zoning approvals, construction approvals or permits, or otherwise), as well as all management costs for Base Building construction. Base Building also includes all architectural, engineering and specialty consultant services and design costs (including all design and construction drawings) incurred in connection with completing the Base Building (but not in connection with completing the Fit-Out).

Base Building includes the Lessor's obligation to construct and complete the basic building structure of each Building and improvement, including foundation, floor slabs, roof and shell (windows, skin and entrances). Base Building includes all building core elements, including those core building areas (collectively, "Base Building Spaces") described in detail in Article VIII. Base Building Spaces include, but are not limited to, entrance lobbies and doors, atrium, penthouses, elevator lobbies, service shafts, those restrooms described in Section 8.8.7, mechanical, janitor and electrical rooms or closets and Telephone Rooms (but not the LAN Rooms), main communication vaults, switch room and MDF rooms, elevators, entry-level public corridors, those stairways described in Section 8.8.11, all environmentally-controlled passageways that connect buildings, and all loading docks. No Base Building Spaces shall be included in the Government's calculation of its Occupiable Space under this Lease. As described in more detail in this Article VIII, as part of the Base Building Standard Requirements, all Base Building Spaces shall be completed in all respects and shall be ready for the Government's use and enjoyment.

Base Building includes the delivery of all primary mechanical (stubbed out from each floor mechanical room/shaft to the Occupiable Space), primary fire safety, primary plumbing and primary electrical systems sufficient in size to service all Occupiable Space from main mechanical and electrical central plant(s) or sources, as well as the complete distribution of such mechanical and electrical systems to and throughout all parking facilities, and all Base Building Spaces and, to the extent required in Sections 8.15.1 through 8.15.12, Joint Use Spaces (noting that all branch and secondary distribution of such systems within the interior of the general offices and that which is not directly required by Sections 8.15.1 through 8.15.12 to be provided by the Lessor for Joint Use Spaces shall be part of the Fit-Out, rather than the Base Building). Base Building plumbing for sprinkler systems includes all primary distribution piping (risers, fire department connection, stand pipes, pumps and fire annunciator inter-connects) and stubbed-in supply lines (noting that branch and secondary system components of such sprinkler system within the office and Joint Use Spaces shall be part of the Fit-Out). Base Building includes exhaust risers and wet stacks sufficient to support Fit-Out construction in all distributed spaces (e.g., galleys and copy rooms have separate exhaust and/or plumbing requirements), as such Fit-Out is further described in this Lease.

8.1.4. Tenant Fit-Out Description. The Fit-Out includes all floor coverings, interior partitions, ceilings (including all grid, tile and hangers or hard ceilings, as applicable), lights, electric, telephone and data outlets, interior doors, wall coverings, and interior window treatments (other than the window blinds required under Section 8.6.4) and accessories, in

each case for Occupiable Space (noting, however, that such items for Base Building Spaces shall be provided as part of the Base Building and not the Fit-Out). Fit-Out also includes all branch and secondary distribution systems for mechanical (HVAC, plumbing and fire sprinkler) and electrical services throughout the office areas and Joint Use Spaces (except to the extent HVAC distribution is directly required to be provided by Lessor pursuant to Sections 8.15.1 through 8.15.12). Fit-Out also includes all architectural, engineering and specialty consulting services (including design and construction drawings) for the Fit-Out (but not for the Base Building). As provided in this Lease, Lessor is responsible for providing, designing, constructing, installing, operating and maintaining all Fit-Out. Lessor is responsible for coordination of Base Building design and Fit-Out design.

8.2. Building Codes/Applicable Law/Accessibility.

8.2.1. Codes/Applicable Law. All design and construction work shall comply with the current applicable building code enforced by the City at the time of permit application, modified to include to the extent not inconsistent, the Life Safety Code requirements of the National Fire Protection Association ("NFPA"), Building Officials and Code Administrators International, Inc. ("BOCA") National Electrical, Mechanical and Plumbing Code, the Commonwealth of Virginia Building Code, and all applicable local jurisdiction codes, ordinances and regulations, current as of the time of permit application, as well as all other Applicable Law (as applicable, the "Code"). The most stringent Code or other Applicable Law requirement shall govern in instances where Codes or other Applicable Laws conflict, provided such Codes or Applicable Law do not conflict with applicable building code of the City at the time of permit application.

8.2.2. Accessibility. Design and construction of all portions of the Facility shall comply with the new construction requirements of the Americans with Disabilities Act of 1990 and all regulations and authority implementing or interpreting the same, including the Accessibility Guidelines (ADAAG) (collectively, the "ADA") and the Uniform Federal Accessibility Standards ("UFAS"). Where the Standards of the ADA and UFAS conflict, the more stringent standards shall apply. Without limiting the generality of the preceding sentence, the Lessor should take particular note of the requirements of the ADA and UFAS applicable to toilet room interiors and entrances, Facility signage, audiovisual alarms, material surfaces, door clearances and door hardware. It may be in the best interest of the Lessor to retain a specialty consultant to assist the Lessor in satisfying all ADA and UFAS requirements.

8.2.3. Historic Preservation Act/Final Environmental Impact Statement. As part of satisfying its requirements under this Lease, the Lessor shall fund and undertake any actions required for the Government to comply with all obligations under the National Historic Preservation Act of 1966, as amended, as they pertain to the Site, including without limitation, completing all filings and reports required under Section 106 of such law, including the MOA described in Section 5.1.4.

In the event that the area of potential effect ("APE") identified in the Final Environmental Impact Statement (dated January 1999) is expanded after Lease award, the Lessor shall still undertake any actions required for the Government to comply with said obligations; however, any delays resulting from work outside the original APE (other than delays directly or indirectly caused by Lessor's failure to negotiate with reasonable diligence the MOA

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referenced in Section 5.1) shall be Excusable Delays and the Government shall make an equitable adjustment, to compensate the Lessor for any additional direct costs. All indirect cost increases caused by such delays, including without limitation increased overhead, financing or legal fees incurred at any level, shall be funded by the Lessor at no additional cost to the Government.

8.3. Industry Standards. The design shall conform to the then most current industry standards including, but not limited to, the following; provided, that, in the event of a direct conflict between the various standards listed below, local building code shall be the initial reference point for the resolution of such direct conflict, and provided further that if there is no direct conflict between differing standards, the more stringent standard shall govern:

Acoustical Society of America ("ASA") standards.
American Concrete Institute ("ACI") standards.
American Institute of Architects ("AIA") Handbook of Professional Practice standards.
American Institute of Steel Construction ("AISC") standards.
American National Standards Institute ("ANSI") standards.
American Society for Testing and Materials ("ASTM") standards.
American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc. ("ASHRAE") standards.
American Society of Mechanical Engineers ("ASME") standards.
ASME A17.1-Safety Code for Elevators & Escalators, ASME A17.5 (1995), ASME A17.1a (1994).
Brick Institute of America ("BIA") standards.
Commercial Building Standard for Telecommunications Pathways and Spaces EIA/TIA 569.
Commercial Building Telecommunications Wiring Standard EIA/TIA 568.
Commercial Building Telecommunications Grounding Standard EIA/TIA 607.
Construction Specification Institute ("CSI") standards.
Environmental Protection Agency ("EPA") Regulations.
Federal Communications Commission ("FCC") Regulations.
GSA Security Criteria Study Report dated April 16, 1996 (draft), modified by the provisions of this Lease (the "GSA Security Criteria").
Illuminating Engineers Society ("IES") standards.
GSA Child Care Design Guide PBS P140, dated June of 1998, as updated.
National Electrical Manufacturers Association ("NEMA") standards.
National Roofing Contractors' Association ("NRCA") standards.
Occupational Safety and Health ("OSHA") Regulations for Construction, 29 CFR Parts 1926 and 1918.
Sheet Metal and Air Conditioning Construction Contractors National Associates Inc. ("SMACNA") standards.
Underwriters' Laboratories ("UL") standards.
"Vertical Transportation Elevators and Escalators," written by George Strackosch, most current edition.

8.4. Site.

8.4.1. Site Layout. The preliminary site layout is attached hereto as Schedule 2.1.A.

8.4.2. Site Utilities. All Site improvement infrastructure is the responsibility of the Lessor. The Site must be served by public water distribution and waste-water collection systems. Subject to the last sentence of this Section 8.4.2, all existing utility services to the Site, to the extent provided underground by the utility, and all utility services provided to the various Buildings within the Site shall be underground. Each utility feeder shall be rated for sufficient capacity to serve the entire Campus and both feeders shall have switching capabilities to allow either feeder to support the entire load. The first feeder of the dual power feeders is already in place. Lessor shall provide a second power feeder which originates from a separate and distinct substation. Lessor shall encourage the utility provider to provide such second power feeder from its substation to the Site underground.

8.4.3. Site Vehicular Access and Circulation Criteria. Access roadways and service drives shall be paved, with concrete curbs and gutters, and shall service each Building and the parking facilities in the Facility. The Lessor shall provide service aprons as access for all Building service entrances in order to separate service areas from public entrances. The Lessor shall provide means for vehicular and pedestrian traffic control of the Site, including on any public right-of-way controls and signage required by the local jurisdiction, and two (2) bollards and a connecting chain at each street end of each service apron, as indicated on the Design Documents.

The Lessor shall provide drop-off points at each Building and shall further comply with Schedule 2.10 in all respects.

8.4.4. Site Parking/Transportation. The Lessor shall construct parking in accordance with the requirements set forth in Article IV and as provided below. Parking areas shall include a gated parking control system. Lessor shall provide secure separation (i.e., electric gate) between space dedicated for the Child Care Center and Government vehicle parking and the remainder of parking. The west garage shall have a mechanical room, a garage operator's office, and bike storage area of approximately 325 square feet adjacent to the Elizabeth Lane entrance. The east garage shall have a mechanical room on the below grade level.

Lessor shall provide two parking facilities located in the southeast and southwest quadrants in accordance with the requirements set forth herein as shown on the Design Documents. The parking facilities shall be accessed either from Elizabeth Lane or Carlyle Street and, for the east garage, from Eisenhower Avenue. A total of no less than three thousand five hundred sixty-one (3,561) parking spaces are provided in the parking garage structures.

The east and west garages shall be seven level almost mirror image facilities except for the entrance locations and the east garage being one floor lower than the west garage. The internal traffic circulation shall consist of a three bay, side-by-side, single helix in which two bays shall be level and one bay shall be ramping. The level bays shall accommodate one way traffic with 70 degree angle parking and the ramping bay shall accommodate two way traffic and 90 degree parking.

Parking areas in the east and west garages shall be provided for the following user types in accordance with Lease and City requirements:

- SOV monthly parkers

- SOV staggered monthly parkers
- van pool parkers
- HOV-3 parkers
- HOV-2 parkers
- USPTO visitor parkers
- USPTO dedicated spaces for Government-owned vehicles
- Lessor reserved spaces
- ADA and UFAS accessible spaces

Parking spaces shall include a mix of compact car spaces, standard car spaces, and van spaces. All spaces shall be measured in accordance with City and industry standards. Compact spaces shall measure a minimum 8'-0" wide x 16'-0" long. Standard size and van spaces shall measure a minimum 9'-0" wide x 18'-6" long. Accessible (ADA) spaces shall be 8'-0" wide and shall include an access aisle in compliance with the ADA accessibility guidelines (ADAAG) and UFAS. Accessible spaces shall be distributed on the various levels adjacent to the elevator tower. Van accessible ADA spaces with a 8'-2" vertical clearance shall be located at the entry level of each garage adjacent to the elevator lobbies.

Six access control lanes shall be provided with two lanes being reversible in the east garage and four access control lanes shall be provided with two lanes being reversible in the west garage. The Eisenhower entrance in the east garage will have one access lane permanently inbound and one permanently outbound.

The Lessor shall provide "state-of-the-art" parking access control equipment, with card access control. All equipment and infrastructure necessary for site-managed contractor operation including an attendant booth will be provided by the Lessor in both garages. The Lessor shall provide conduit(s), wiring, and other infrastructure required to connect the garage security equipment to the main campus security system.

Lessor shall provide the following features in the parking facilities:

- the floor area shall be level to the maximum extent possible to promote openness, visibility, and walking comfort
- lighting in accordance with the Lease
- elevators with open, visible lobbies
- CCTV cameras located on each level, at vehicle entrances and in all stair towers
- audio intercoms located at entry and exit lane equipment and cashier booths
- panic buttons/audio intercoms at each level
- security screen at all pedestrian-accessible perimeter openings
- roll down grilles at entry/exit lanes to the parking structures

The Lessor shall construct (using the features noted below) and operate (using industry maintenance practices common to Class A facilities) the parking facilities in a manner as to minimize long-term maintenance costs and maximize the long-term life and use of the parking facilities, using design features such as corrosion resistant connections, silane floor sealer (or other acceptable sealer) and good drainage to protect the structures from the deteriorating effects of freeze-thaw action and deicing salts.

8.4.5. Site Pedestrian Circulation Criteria. Passageways to adequately connect pedestrian traffic to all facilities shall be provided by Lessor in accordance with the Design Documents. Environmentally controlled and conditioned underground concourse level walkways shall be provided to connect adjacent Buildings in a continuous loop. In addition, Lessor shall provide covered but non-environmentally-controlled walkways which shall connect Building A to the parking garages and the segregated Child Care Center parking area in the east parking garage to the Child Care Center on Level 1 of Building C.

Service circulation shall be separated from pedestrian, non-service circulation via service tunnels between Buildings B and D and Buildings C and E. There also shall be a concourse level pedestrian connection between Buildings D and E. Walking distance between the top floors of the furthestmost buildings in the Facility shall not exceed fifteen minutes travel distance, with walking speed calculated at the rate of two and one-half (2.5) miles per hour and with all elevator waiting times included in the analysis.

8.4.6. Site Landscape. The Site shall be landscaped by Lessor with grass areas, trees, flowering shrubs and seasonal and permanent plantings. The landscape shall provide stimulating, aesthetically-pleasing settings. The landscape shall include ecologically appropriate landscape elements, with extensive use of visual architectural landscape elements such as exterior plazas, decorative water features, outdoor seating areas and paved walking trails, and shall incorporate appropriate design features to eliminate exposed concentrations of water runoff. The landscape shall incorporate hardscape and softscape ground cover materials, fencing, gates, and exterior lighting required for the Child Care Center playground and Cafeteria outdoor seating areas (see Base Building Joint Use Requirements).

Lessor shall provide the Campus Green which shall consist of two formal gardens, each landscaped in a different style and framed on three sides by the Buildings in accordance with the Design Documents. Two Campus Gardens, West and East, shall be located between Building A and Buildings B and C, respectively, and shall accommodate, in the West Garden, seating adjacent to the Cafeteria.

Lessor shall provide several large open areas (which shall include those areas described above) that shall incorporate a variety of spatial sizes, solar orientations and uses. These spaces shall be designed with a variety of paving and other landscaped features. Lessor shall provide in such areas (other than the area adjacent to the Cafeteria) large amounts of seating in the form of low walls, benches, chairs and tables. Lighting shall be sufficient for nighttime use and security in all spaces. Large trees shall offer significant shaded seating in the warmer months, while areas left open to the sun shall afford cooler season sitting and opportunities for sun-loving flowers in the summer. Much of the area of each space shall be devoted to rich planting beds with flowers and evergreens in a garden setting. Occasional lawn areas shall afford the opportunity to "lie on the green" at lunchtime. Each planting area shall include sufficient planting soil volumes to support long-term, low-maintenance plant growth. Planting areas shall be irrigated where appropriate.

All public sidewalks around the perimeter of the project shall be built to the standards required by the Streetscape Design Guidelines prepared by the Carlyle Development Corporation for the Carlyle Development project, subject to any applicable requirements of the City. This shall generally include brick sidewalks, concrete curb and gutter, Acorn® lights on fiberglass

Washington® light poles, and metal furnishings. Street trees shall be a variety of species as dictated by the design standards, planted in large openings with evergreen ground cover plantings. Each street tree shall be planted in a large soil volume continuous from tree to tree under the pavement and provided with drainage.

8.4.7. Flagpole. The Lessor shall provide a minimum of two (2) flagpoles for the Facility, dedicated for Government use. Location of the flagpoles shall be approved by the Government.

8.4.8. Lightning Protection. The Lessor shall provide adequate lightning protection for all buildings and building systems at the Facility. Copper, copper alloy, or aluminum shall be the base metal for terminals and conductors. Application of materials shall be in accordance with NFPA 780.

8.4.9. Exterior Signage. The Lessor shall provide a Main Entrance which shall serve as the monumental exterior public entrance to the complex. The Main Entrance shall be provided off Jamieson Avenue and shall be formed by the two pavilions of Buildings D and E. The Lessor shall provide primary exterior identification for each Building which shall identify the USPTO by name and shall be both easily readable and recognizable by both vehicular and pedestrian visitors, as shown on Schedule 8.1.3. Lessor shall provide a carefully designed, high quality system of signage for each Building exterior clearly identifying the names and addresses of the Buildings. Lessor shall provide a series of maps throughout the Site, which shall indicate locations of important public uses, reinforced by the use of smaller scale directional signs. The Government shall have the right to approve in writing the size, type and location of any sign, including any entry feature.

8.5. Site Livability. In addition to the specific requirements of this Lease, but subject to the security provisions of Section 8.13, the Lessor shall develop the Site in a manner that will maximize and enhance its livability, including maximizing opportunities for public access to, public uses and activities on, and public circulation within the Site. The Lessor shall identify, in coordination with the Government, potential measures to increase and/or facilitate pedestrian and vehicular access and circulation to and within the Site, as well as, landscaping, lighting, signage, and other Site Improvements, including enhancements to the Campus Green, designed to maximize the Site's livability.

8.6. Exterior Architecture.

8.6.1. Quality and Appearance of Building Exterior. The Buildings shall have a facade of granite, brick, stainless steel, aluminum, pre-cast concrete or other permanent materials. Exterior insulation and finish system ("EIFS") is an acceptable material for the walls of the penthouses. The Facility shall be compatible with its surroundings, and shall project an overall professional and aesthetically-pleasing appearance, including attractive building fronts and entranceways. The facade should be designed in the context of the site and should convey an impression of permanence.

8.6.2. Exterior Wall System. The exterior wall system shall have a minimum 50-year life span (measured from the Commencement Date) and shall be designed for ease of maintenance and operations. The exterior wall system of the parking structures shall be poured-in-place or

precast concrete in a finish that complements the Buildings, except along Eisenhower Avenue where a freestanding brick screenwall will be provided.

Buildings B, C, D, and E shall line both sides of the Campus Green, bordering and framing the boulevard which leads up to Building A at the head of the open space. The Buildings shall be constructed with a combination of brick and high quality architectural precast concrete panels which shall be light in color primarily with punch windows. All windows shall be double glazed with low "E" coated clear glass to reduce solar gain and meet the technical criteria outlined above.

Building A, at the end of the Campus Green, shall be composed of a central Atrium, rising approximately 215 feet above the main entry, flanked by eleven (11)-story wings at either side. These lower wings shall be similar to Buildings B, C, D, and E in size, color and construction. The wings shall consist of a high quality, light color precast, light color mullions, and clear low "E" glass. The central Atrium shall be primarily curtain wall construction, with light colored metal and clear glass.

8.6.3. Exterior Shell Performance Criteria. The Buildings shall meet the requirements of the latest edition of ASHRAE 90-A, except that the "U" values for the various building components shall not exceed those cited below unless higher values are economically justified based on a building life cycle cost analysis and are approved in writing by the CO:

Roof Transmission "U" Factor:	0.03 BTU/SF-HR-°F
Wall Transmission "U" Factor:	0.06 BTU/SF-HR-°F
Floor Transmission "U" Factor:	0.05 BTU/SF-HR-°F
Window Transmission "U" Factor:	0.30 BTU/SF-HR-°F

8.6.4. Windows. Window areas shall be approximately fifty percent (50%) of the exterior building walls measured on the interior surface of such walls from the finished floor to finished ceiling. Each above grade exterior bay in the Occupiable Space shall have a window.

All windows shall be weather-tight. Air infiltration of the exterior glazing system shall be no greater than 0.06 cfm per square foot of fixed area, measured at 6.24 lbs./SF. Windows shall have (i) low "E" glass with a winter U_c of 0.35 or better (as to performance) and a maximum shading coefficient of 0.5 or, (ii) without low "E" glass, a winter U_c of 0.5 or better (as to performance) and a maximum shading coefficient of 0.45 or (iii) another combination of U value and shading coefficient which produces equivalent energy consumption to the values above as demonstrated by an annual hourly energy analysis. Windows on the sides of Building A within the Atrium must have equivalent energy efficiency. Minimum transmittance of visible light shall be fifty percent (50%). Windows shall have a minimum condensation reduction factor of 45.0. Windows shall maintain a surface temperature above dew point at the interior building face. There shall be no uncontrolled water penetration at 6.24 lbs./SF pressure differential. Glass spandrel panels shall meet the performance criteria specified for walls as described in Section 8.6.3. Windows shall not compromise energy efficiency or building security.

All windows in the Occupiable Space shall be equipped with window blinds. The blinds shall have durable, horizontal aluminum slats of 1" width. The color selection of such blinds will be

made by the CO from three (3) reasonable samples provided by Lessor. The window blinds shall have non-corroding mechanisms and synthetic tapes.

Light shall be brought to large Building A floor plates by the use of the Atrium that is adjacent to Occupiable Space in addition to the light brought in by the perimeter windows. The Atrium shall be built on a North/South axis for appropriate exposure in all seasons. Lessor shall provide two (2) double doors and four (4) single leaf doors for the balconies on Level 10 for Building A. In addition to the required doors for egress, the Lessor shall provide doors in the exterior walls at ground level and in interior walls to lobbies from Occupiable Space in Buildings A, B, C, D and E not to exceed sixteen (16) single leaf doors. The Government shall identify the requested location of such doors within one hundred twenty (120) calendar days after Government approval of the Design Documents.

8.6.5. Roof. The building roof construction shall be in accordance with guidelines set forth by the NRCA. All roof-top equipment shall be elevated from the surface of the roof assembly and shall be properly secured, screened and isolated to minimize sound transmission. The drainage system shall be sized to meet the fifty year rainfall. The roof shall be sloped as required to conform to the roofing manufacturer's recommendations and to permit warranty of the roof system throughout the Lease Term. Roof penetrations shall be minimized in compliance with NRCA and within guidelines of good mechanical engineering practices. Roof assembly design shall minimize the difficulty of discovering leak locations (e.g., shall use a protected roof membrane) and shall minimize ultraviolet light deterioration of the roof assembly. The roof material shall be an insulated membrane roofing with gravel ballast coverings. To the extent possible, the roof membrane shall be fully adhered to a sloped concrete substrate, and roof drains shall be located mid-span. For placement of one or more Government satellite antenna dishes, the Lessor shall provide a reinforced concrete pad on the roof of each building, which pad shall have minimum dimensions of 5' x 5'. The Lessor shall provide one (1) 4" diameter non-corrosive conduit connection from the roof-top satellite communication dish pad to the nearest Telephone Room located on the top floor of the building. In no event shall renderings, models or model photographs be construed as depicting any roof condition.

8.7. Structure.

8.7.1. Structural System Requirements. The structural system shall accommodate significant flexibility for efficient layout of all Government program requirements for office space and Joint Use Spaces. In all cases, the structure shall meet Code. The slabs shall be supported on poured-in-place concrete columns which are in turn supported by variable foundation types depending on their location on the Campus.

8.7.2. Floor to Ceiling Dimension. Finished ceiling height throughout the Occupiable Space (including the areas shown on the Building Floor Plans as scheduled to receive raised floors) shall be a minimum of 9'-0", measured from finished floor to the underside of the finished ceiling. Bulkheads shall not reduce finished ceiling height in any portion of the Occupiable Space below the minimum ceiling heights set forth in the preceding sentence. Finished ceiling height for the building entry-level public spaces shall be a minimum of 12'-0", unless otherwise noted in the requirements for Joint Use Spaces.

The Lessor shall provide sufficient unobstructed horizontal ceiling plenum to support: (i) the Fit-Out HVAC, electrical, and plumbing secondary distribution system, and (ii) wire distribution capabilities for the Government voice, data, security and video distribution requirements. The ceiling plenum shall be a minimum of 20" (except in low pavilion areas at Buildings A, D and E, and in setbacks at Buildings A, B, C, D and E, and upper floor setbacks and in the Progressive Collapse bays, as each is shown in the shaded areas of the Design Documents, and in the concourse level at walkway tunnels; as to all such areas Lessor shall, to the extent necessary, provide sleeves for mechanical access and such plenum shall never be less than 6" in the entire Occupiable Space) measured from the finished ceiling to the bottom of the lowest structural obstruction above the finished ceiling, except where reduced by (a) column capitals which shall be around individual columns, or (b) a localized structural condition, such as a column head, provided that such a condition does not extend from column to column, or (c) progressive collapse prevention mechanisms, if necessary or required by GSA Security Criteria, at or near the perimeter slabs. Except at or near the perimeter slabs, there shall be a continuous path of at least 20" plenum depth through every column bay at Buildings A, B, C, D and E and upper floor setbacks and in the Progressive Collapse bays and into its adjacent column bays.

Typically, the durability (serviceability), as such terms are understood and used as part of structural design, of the flat slab structure shall not be limited by beam interferences. Interfloor penetration in the bay centers shall be easily accommodated (compared to the effort required to penetrate alternative structural systems). The flat slab system shall allow the facade of the building to be developed within architectural, aesthetic considerations, the City suggested height limits and the architectural vocabulary of the area.

8.7.3. Structural Bay Size. The Lessor shall provide a minimum bay size of 800 square feet with uniform column spacing on a 5'-0" module for Occupiable Space unless otherwise specified in the Joint Use Space requirements. The bay size and/or column spacing may be altered on the east and west elevations of Building A, concourse level through Level 2, in the "lantern" portions of Buildings D and E, and at the bays along the perimeter of the Buildings.

The typical 30' x 30' structural bay shall be formed by a 9" concrete reinforced flat slab cambered during construction to achieve reasonable floor flatness. The slabs shall generally be underlain by a drop panel projecting 5-1/2" downward below the slab soffit and horizontally extending approximately 6'-0" on each side of the column center line, as shown on the Design Documents (the "Structural Drawings"). In one hundred fifty (150) lbs./SF live load areas, the drop panels may increase by 2" and may be further underlain with 6"/8" deep column capitals projecting 8" from each face of the columns, with slab thickness increase of 1"-2". The columns shall be of variable size. Generally, columns shall be 12" wide x 36/42" deep in the cores and 24" x 24" to 30" x 30" in the interior space and a maximum 22" x 34" at the perimeter, as shown on the Structural Drawings. The slab construction in bays exceeding 30' shall be essentially the same as noted above with thickness that may vary to 15-1/2" -24" and with drop panels approximately 7-1/2" deep. The roof construction (designed for sixteen (16) lbs./SF live load) shall be substantially the same as the floor construction described above. The wind/seismic lateral force restraining system for the Buildings shall be primarily the diaphragm action of the floor system distributing the lateral loads to the column support systems.

(b) (6)

8.7.4. Floor Plate Configuration. The floor plate configuration shall maximize the building perimeter to ensure efficient exterior office layout requirements for all Government enclosed offices. (See the POR attached as revised Schedule 5.2.1.) Base Building design shall be coordinated with Fit-Out design to yield efficient office modules of 150 square feet, inside dimensions, with a minimum office of 145 square feet, inside dimensions, per the Universal Plan deliverable, dated February 19, 2001 and accepted by the Government on March 15, 2001, which is hereby incorporated in this Lease by this reference. Where typical office floors are planned at Building A at floors 4 through 10 and Buildings B, C, D and E at floors 2 through 10, each floorplate will be provided to accommodate the Universal Plan. Specifically, each typical wedge, consisting of the structural bays from each core to the inside wall face below the perimeter windows, shall be able to yield nine (9) offices on levels 2-8 and six (6) offices on levels 9 and 10, accessed by two (2) 4'-10" minimum width corridors parallel with the core. Every reasonable effort will be made to minimize all vertical penetrations through the Occupiable Space, including wet stacks and chases for rain leaders, etc. The depth from the inside face of the exterior perimeter wall below the windows to the face of the building core wall shall be designed to optimize exposure to natural light and to maximize the efficiency of interior space planning and shall be a minimum of 57'-10" on the east-west axis of Buildings A, B, C, D and E.

8.7.5. Structural Floor. All adjoining floor areas must be of common level and non-slip surface, including access floor areas. No ramps shall be permitted for transition to access floor areas (e.g., Computer Facility, MDF room and switch room adjacent to the Computer Facility and Training Facility). Floor finish tolerances shall be 1/4" over 10' on a non-cumulative basis.

8.7.6. Structural Live Load Requirements. Office areas shall have a minimum live load capacity of 80 lbs./SF plus 20 lbs./SF for partitions. Bridges between the two wings in Building A shall not constitute office areas and shall have a design live load capacity of 50 psf. Roof areas shall be designed for 16 lbs./SF live load with snow drifting as required. A registered professional engineer shall provide, at no cost to the Government, written certification of the floor load capacity. A portion of each floor in the Buildings shall be capable of supporting a live load of 150 lbs./SF as shown on the Structural Drawings. Such specially upgraded floor loading capacity shall be adjacent to the building core. Size calculations of such upgraded areas shall not include Base Building Spaces (e.g., restrooms, lobbies, mechanical rooms).

8.8. Interior Architecture.

8.8.1. Entrances/Finishes for Base Building Spaces. The Lessor shall provide an overall main entry at Building A, which shall serve as a main exterior public entrance to the Buildings, together with a main entry to each of Buildings B, C, D and E. The main entry to each Building shall be integrated into the overall architectural design and shall be inviting and easily seen. The Government shall have the right to approve in writing the size, type and location of each sign to be provided in the main entry to each Building.

The Lessor shall provide vestibules or revolving doors at all main entrances. Revolving doors shall be sized to accommodate the maximum pedestrian traffic during morning and evening peak usage. Revolving doors, entrance doors and frames shall be fabricated from solid stainless steel shapes and details shall be solid stainless steel and coordinated with the overall

design of the Facility. At all main entrances, the Lessor shall control moisture on the floor by the use of recessed mats or drained walk off areas. Provisions shall be made for negative air pressure conditions in order to equalize air pressure. Entrance areas shall be well-illuminated and shall provide protection from weather (e.g., exterior canopy).

Materials and finishes to be used in Base Building Spaces are identified in the Design Documents.

8.8.2. Public Entrance Lobbies and Concourses. Lessor shall provide a ground level public entrance lobby in each Building which shall embody the quality and design of the rest of the Facility, as shown on the Design Documents. The architectural design should provide an aesthetic transition from outdoor to indoor space. The Lessor shall size and illuminate the public entrance lobbies for a view into the space from the outside, to set the tone and image for the whole structure, and to allow sufficient space for necessary circulation paths. Materials shall be durable, easily maintained, and reflective of the architectural character of the Building as reflected on the Design Documents. All sprinkler heads in public entrance lobbies shall be concealed.

The Lessor shall provide an interactive, automated building directory system integrated into the architectural design of each public entrance lobby, with the capacity to graphically list, direct, and identify occupant organizations and individual employees for the entire Facility. After occupancy, the Government shall have access to the software and other controls of such directory system, and shall be allowed to make changes to the directory at no cost to the Government. An information/security monitoring desk shall be integrated into each ground level public entrance lobby, together with a waiting and seating area off the main circulation pathways that can accommodate visitors. The desk, made primarily of stone and/or wood, shall accommodate technical support equipment required to oversee this operation.

The main entrances to Buildings B, C, D, and E shall all be located off the Campus Green. They shall face each other across the Campus Green with connecting walks, integrated into the design and construction of the Campus Green. Other than at the Campus Green entry for Building A, an elegantly designed metal and glass canopy shall be provided by Lessor at each Building entry which shall provide additional weather protection. A view into each of the lobbies shall be provided by the extensive use of glass at ground level and shall be augmented by the quality and nature of the lighting inside. The lobbies shall be accessible from the ground floor entrance via revolving doors. The main lobbies to Buildings B, C, D and E shall be double height spaces, as shown on the Design Documents.

The selection of the specific terrazzo and glazed or otherwise sealed brick color and pattern throughout the floors of the public entrance lobbies and the patterns of colors of the polyresin floors in the concourse walkways (not including elevator lobbies) shall be developed in close conjunction with the Government. The handrails on the ground floor level lobby looking down into the concourse level lobby shall be a combination of glass and stainless steel. The ceilings shall be drywall. Lighting shall be provided by recessed light fixtures as well as cove lighting and custom designed fixtures to provide an attractive lighting design incorporating abundant natural light.

The main entrance to Building A shall be a dynamic and functional space. Lessor shall provide entry to the Atrium of Building A from three locations; the main entrance shall be from the Campus Green at ground level and secondary entrances shall be provided off the concourse and off Eisenhower Avenue. The Multi-Purpose Room and the Cafeteria adjacent to the main lobby at the concourse level and the Public Search Room, accessed from Level 1, shall be accessible to Government employees and the public. Monumental stairs shall rise from the concourse level to Level 1 on either side of the Atrium. Floor areas shall "bridge" through the skylit space and shall provide a view to below and connect the various distinct components of the USPTO space.

An information/security desk made primarily of wood and/or stone shall be located at either side of the Building A Atrium to screen persons entering the elevator lobbies and to direct visitors to their appropriate destinations. Access to the elevator banks at the East and West cores shall be through security access control points.

8.8.3. Passenger Elevator Lobbies. Lessor shall provide passenger elevator lobbies on the public entry levels of the Buildings which shall reflect an architectural extension of the quality, expression, and lighting concepts developed for the main public entrance lobbies. Materials shall be durable, easily maintained, and reflective of the architectural character of the Buildings. The elevator lobbies shall have glazed or otherwise sealed brick and terrazzo floors and stone walls. Drywall ceilings with recessed light fixtures and indirect cove light construction are examples of suitable levels of ceiling design. All sprinkler heads shall be concealed. A combination of natural materials, such as full height granite, marble or furniture-grade wood, are examples of suitable wall-covering materials. The elevator doors, frames and accessories shall be high quality metal such as stainless steel to provide a durable and elegant finish.

The passenger elevator lobbies on the typical office floors shall be architecturally coordinated with the public entry lobbies and shall employ high-quality materials which are durable and easily maintained. Walls shall consist of a combination of four (4) foot high stone wainscot to match the main lobby, and drywall with a high quality wall covering; the elevator doors and frames shall be a baked enamel coated metal. The floor shall be a high quality carpet. The ceiling shall be painted drywall with concealed sprinkler heads. Decorative lighting, fluorescent down lights and cove lighting, for example, shall be provided as a contrast to the lighting for the office area. All interior corridors extending from passenger elevator lobbies (other than the ground-floor passenger elevator lobby) shall have a minimum width of 58".

8.8.4. Service Elevator Lobbies. Lessor shall provide service elevator lobbies on each Government-occupied floor. Service elevator lobbies shall be concealed from view from public lobbies and corridors. In all buildings, the service elevator lobby shall be set back from the outside of the core and shall provide a vestibule to hold items being transported within the building. Each service elevator lobby shall be: (i) a minimum depth of approximately two times the depth of the service elevator cab, and (ii) a minimum width of approximately one and one half times the width of the service elevator cab. Service elevator lobbies shall be excluded from the computation of occupiable square footage. Service elevator lobbies shall be finished with an extremely durable wall material. Floor material shall be a permanent and durable material with a coordinating base. All exposed outside wall corners shall be protected with

stainless steel corner guards. The walls shall be heavy duty drywall construction with a plywood or textured laminated covering to a minimum of 60" above the finished floor.

Service corridors shall be finished using permanent and durable floor and base finishes. Walls shall be painted drywall over heavy duty studs with plywood wall sheathing with corner protection and exposed ceilings.

8.8.5. Cores and Public Corridors. Lessor shall provide the cores and public corridors as shown on the Design Documents.

8.8.6. Loading Dock. Loading docks and access drives thereto shall be provided by Lessor as shown on the Design Documents. Dock levelers of 5,000 pound capacity each shall be provided, one (1) at each dock (one for every two (2) bays). Separate secure holding rooms of 500 square feet each shall be located off the loading areas at Building B, C, D, and E which are directly accessible to the service elevator. In Building A, two (2) 500 square foot or larger holding areas shall be located adjacent to the docks, and a direct service corridor shall provide access to the service elevator.

The secured holding rooms shall be part of the Leased Premises and shall be built out with funds from the Fit-Out Allowance. Such secured holding rooms and loading dock temporary staging areas shall be proximate to rubbish compactors and dumpsters, and shall also be located proximate to a service elevator. The loading docks shall not be part of the Occupiable Space.

Loading docks shall be weather protected, shall not interfere with free circulation of vehicles in any on or off-street parking areas and shall be away or shielded from view of the Main Entrance, the main entrance to each building, the Child Care Center play yard areas, and the Cafeteria outdoor seating area. Neither of the two (2) required loading dock bays in each building shall be dedicated to trash dumpsters.

Lessor's responsibility for daily removal of trash, garbage and debris by truck and/or placement and use of dumpsters and/or trash containers, will not make use of the above listed bays, loading docks, dock levelers or holding rooms, except to the extent of necessary coordination required during actual pickup times.

Service elevator(s) shall be easily accessible and shall be located adjacent to each loading dock or accessible to each dock by a dedicated service corridor, which shall not be used as any portion of the public circulation system and which shall be included in the Base Building Space. The service corridor shall have a minimum height throughout of 8'-0" which cannot be reduced by bulkheads at any point, shall have a minimum width of 6'-0" and shall be constructed such that an object of 5'-0" x 7'-0" x 9'-0" can traverse the entire corridor. The loading dock size and location shall facilitate Government receiving and shipping functions and shall facilitate the servicing and operation of all building mechanical, electrical and communication equipment rooms, all of which shall be generally located in the building core, near the service elevators.

8.8.7. Toilet Rooms. As shown on the Design Documents, Lessor shall provide separate toilet facilities for men and women on each floor in the Buildings. Rest rooms are provided

for men and women and shall be each accessible from both sides of the core to minimize the travel distances from any point on the floor plate. No toilet room shall be located such that it is accessible to the public in advance of entering building security screening areas. Toilet room facilities shall be located so that employees will not be required to travel more than 200' on any floor to reach a toilet room. Each toilet room shall have sufficient water closets enclosed with modern stall partitions (constructed of durable and hygienic material), doors and, in men's toilet rooms, urinal screens. Each toilet room shall have both cold and hot (set at 110°F) water service. The hot water temperature shall be adjustable at the hot water heater. Water closets and lavatories shall have electronic activated faucets and valves.

Water closets and urinals shall not be visible when the toilet room entrance door is in the open position. Each separate toilet facility for women shall be provided with a full height mirror (approximately 6" above finished floor to 84" above finished floor) and a contiguous convenience counter, with mirror and lighting above the counter. Each toilet room shall contain the following:

- a mirror above each lavatory
- a toilet paper dispenser in each water closet stall that will hold at least two (2) toilet paper rolls and allow easy and unrestricted dispensing
- one (1) convenience shelf in each water closet stall
- one (1) coat hook on the inside door of each water closet stall
- coat hooks on several wall locations near the lavatories (three (3) total)
- at least one (1) recessed non-mechanical paper towel dispenser (which dispenses paper by touching the paper only), soap dispenser, and waste receptacle for every two (2) lavatories
- a coin operated sanitary napkin dispenser in women's toilet room with a sanitary napkin waste receptacle in each water closet stall
- stall or wall mounted disposable toilet seat cover dispenser for every water closet stall;
- counter areas at least 2' in length, exclusive of lavatories, with a mirror above and a ground-fault interrupt-type convenience outlet located adjacent to the counter area; counter areas shall be attached to the lavatories
- a separate convenience counter (having minimum dimensions of 3' x 18"), not adjacent to the lavatory, located in each men's toilet room

Toilet room finishes shall consist of durable and easily maintained materials. The walls shall be ceramic tile, installed from the floor to ceiling with ceiling height mirrors provided over the lavatory units. The ceiling shall be painted gypsum drywall. The toilet partitions shall be ceiling hung, to allow for easy maintenance, and the finish shall be steel baked enamel, color to be selected to complement stone countertops and ceramic tile. The floor material shall be a permanent, durable, non-slip ceramic coordinated with the wall material. All toilet room accessories shall be stainless steel finish. Countertops shall be fabricated from stone, with under-counter mounted lavatories, and with brushed stainless steel finish accessories. Countertops shall be sealed and impermeable to water.

8.8.8. Janitor Closets. The Lessor shall provide a minimum of one janitor closet for each floor (except that two (2) closets per floor in Building A shall be provided) with hot and cold water service, a service floor mop basin type receptacle, and ample storage for cleaning

equipment, materials and supplies. Ceilings shall be exposed construction, lighting shall be fluorescent fixtures and the doors and frames shall be painted hollow metal. Janitor closets may be located adjacent to toilet rooms but shall be physically separate from the toilet rooms.

8.8.9. Drinking Fountains. The Lessor shall provide a minimum of one (1) chilled drinking fountain within every 200' of travel distance on each floor. ADA and UFAS accessible drinking fountains shall be provided at four (4) locations in each core.

8.8.10. Public Telephones. The Lessor shall provide, adjacent to the main public entry lobby in each building, at least one (1) coin-operated touch-tone public telephone that is easily accessible to the public and that meets all criteria for accessibility by the hearing-impaired. Additional public telephones shall be provided based on a ratio of one per every 150,000 rentable square feet, or majority fraction thereof, of the rentable building area in excess of 200,000 square feet.

8.8.11. Stairways. Scissor stairs are not permitted. If required by Applicable Law, the Lessor shall provide additional fire exiting capacity in Base Building egress stairways to support assembly type functions in Joint Use Spaces, such as the Cafeteria, Multi-Purpose Room, Fitness Center, Child-Care Center, Public Search Facility and Training Facility. Open riser stairs (in Buildings) are not permitted. Stair treads shall be solid and shall have a non-slip abrasive nosing.

Within each of the five (5) buildings, to provide fire exiting for the office population, a minimum of two (2) separate sets of stairs in Building B, C and D, and a minimum of four (4) separate sets of stairs in Building A shall be provided by Lessor. The Government intends to use the Base Building egress stairways as convenience stairs for communicating between floors. Stairways shall be equipped by Lessor with adequate lighting and finishes to accommodate heavy daily employee usage, and shall contain door hardware that permits re-entry on each floor (to the extent permitted by Applicable Law). The stairs shall be concrete with a painted finish and an abrasive nosing, with metal handrail, painted drywall walls and painted ceilings, with functional and emergency lighting as required.

Fire egress corridors from fire stairs to the outside of the Building shall be constructed by Lessor. Where the corridors are intended solely for an escape route they shall be constructed of painted drywall construction. These corridors shall generally be located at the ground levels. Floors at the egress corridors shall be vinyl tile with a cove base. Ceilings shall be drywall or acoustic tile and the lighting shall be lay-in fluorescent fixtures.

8.8.12. Passenger Elevators. The Lessor shall provide passenger elevator service to all Building levels which include Occupiable Space. Service shall be available 24 hours per day. Elevators must have solid-state controls and be programmable to control access both during and after normal hours of operation and Lessor shall provide a card reader system for such purpose. The programming capability shall be flexible to minimize the cost of program changes and to allow the Government to program each card. The Lessor shall give the Government 24-hour advance notice for elevator service interruptions that will exceed ninety (90) minutes. Interruptions shall be scheduled to minimize Government inconvenience.

Passenger elevator system shall provide for comfortable acceleration, rapid transportation, smooth and rapid deceleration, automatic leveling at landings, and rapid loading and unloading at all floor levels served. The elevator systems shall provide for quick and quiet operation of doors, good floor indication (fully visible from cars and all portions of the elevator lobby), easily operated car and landing call buttons, and smooth, quiet, and safe operation of mechanical and electrical equipment for all conditions of loading.

Interior finishes of passenger elevator cabs shall reflect an architectural extension of the quality, expression and lighting concepts developed for the main public entrance lobby. Such interior finishes shall be of high quality design and durability, including high quality graphic design of elevator signage and controls. The passenger elevator cabs shall include the colors and materials found in the main lobby.

All passenger and service elevators shall be equipped with telephone or other two-way voice emergency signaling system. The two-way voice emergency signaling system used shall be marked and reach a manned emergency communication location within the Facility. Automatic elevator emergency recall is required.

8.8.13. Passenger Elevator Performance Criteria. ASME A17.1 shall be used to determine the allowable car area dimensions based on the load capacity of the passenger elevators. The size, number of cars, speed and capacity shall be determined to serve the anticipated number of passengers and provide the level of service as specified below, except that cabs shall have a minimum capacity of 4,000 lbs. At least one (1) car per building shall be sized to accommodate a gurney or stretcher and configured to operate "out of bank" (i.e., independently on demand).

The size, speed and number of passenger elevators shall have the capacity to transport sixteen percent (16%) of the building population above the first floor entry level in five (5) minutes. The floor population for elevator passenger calculations shall be based upon 155 occupiable square feet per person. The dispatch interval between elevators during all time periods (peak or off-peak) shall not exceed thirty (30) seconds. When groups of elevators servicing identical floors are necessary at two (2) or more locations (in order to meet minimum travel requirements and reasonable convenience), the elevator bank configuration and grouping shall provide a minimum combination carrying capacity of not less than one hundred twenty percent (120%) of the maximum traffic peak. Service elevators shall not be included in calculating carrying capacity for passenger elevators.

In compliance with the performance specifications set forth above, Lessor shall provide a vertical transportation (elevators) system which provides at least sixteen (16) elevators (each shall serve all 11 floors) in Building A and eight (8) elevators (each shall serve all 11 floors) in each of Buildings B, C, D and E. Service elevators required by Section 8.8.14 are in addition to the foregoing. The elevators serving the office floors in the east wing of Building A shall be programmed to by-pass the two (2) floors of the Public Search Facility and shall be for use by the employees of the Government only. Additionally, the Public Search Facility shall have a dedicated elevator to carry searchers between Level 1 and Level 2 within the security envelope of such area. Lessor shall also provide a dedicated elevator for handicapped access between the concourse level and Level 1 of Building A adjacent to the Atrium and a

dedicated elevator from the Child Care Center on Level 1 of Building C to the concourse level of Building C to provide access to the Child Care Center play yard.

8.8.14. Service Elevators. Lessor shall provide in each Building a minimum of one (1) service elevator to service up to the first 400,000 inside gross square feet in the building. Additional service elevators shall be provided based on one (1) elevator per every additional 400,000 inside gross square feet, or majority fraction thereof, of building area. Service elevators shall service all levels above and below grade that contain Occupiable Space, including that level on which the loading dock is located. One service elevator shall be adjacent to each loading dock area or accessible to each dock by a service corridor, which shall not be used as any portion of the public circulation system and which shall be part of the Base Building Space. The service corridor shall have a minimum height throughout of 8'-0" which cannot be reduced by bulkheads at any point, shall have a minimum width of 6'-0" and shall be constructed such that an object of 5'-0" x 7'-0" x 9'-0" can traverse the entire corridor. Inside clear dimensions of service elevator cabs shall be a minimum of 6' wide by 8' deep and 10' high; cab entrances shall be a minimum of 48" clear. All service elevators shall have a minimum loading capacity of four thousand (4,000) pounds. Service elevators must have solid-state controls and be programmable to control access both during and after normal hours of operation and Lessor shall provide a card reader system for such purpose. Building A shall contain two (2) service elevators, and Buildings B, C, D, and E shall contain one (1) service elevator each.

8.8.15. Service Shafts. In addition to any shafts or chases required for Base Building mechanical or electrical distribution, the Lessor shall provide service shafts to accommodate mechanical, electrical, plumbing and/or telecommunications distribution related to the Fit-Out per the POR attached as Schedule 5.2.1. Each shaft shall extend from the lowest occupied floor through the roof and shall be vertically stacked. Each shaft shall be remotely located from the core, in a location to be reasonably determined by the Government during completion of the Base Building design. Each shaft shall include fire-rated walls as required, one (1) access panel per floor in a location to be determined by the Government and appropriate moisture protection at the roof penetration. The cost of any distribution installed within the shafts, and the fire protection required at entrances to the shafts, shall be funded from the Fit-Out Allowance. The service shafts and their surrounding walls shall be deducted from the gross area in calculating the quantity of rentable square footage and Occupiable Space.

8.9. Acoustics.

8.9.1. Intentionally Omitted.

8.9.2. Building Exterior Noise. Equipment or systems producing noise external to the Buildings, such as cooling towers, power generators, and garage exhaust systems, shall include appropriate noise control measures in order to comply with the noise criteria for Occupiable Space stated elsewhere in this Lease and to comply with local ordinances regarding noise impact on neighboring properties.

8.9.3. Structural Acoustic Design Criteria. Structural floor slabs supporting or located above mechanical equipment shall be of sufficient mass to adequately control the transmission of airborne noise to vertically adjacent spaces, and provide a rigid surface on which to mount

vibration-isolated equipment and piping, all of which shall be designed to avoid structure-borne noise transmission to nearby occupied spaces. Structural floor slabs shall have the following minimum weights.

Beneath cooling towers:	85 lbs./SF
Ground floor slab above all generator rooms:	100 lbs./SF
Ground floor slab above all chiller rooms:	105 lbs./SF
Floor slabs within column bays supporting local floor fan rooms:	75 lbs./SF

8.9.4. Vibration Isolation. All rotating/reciprocating/vibrating mechanical equipment shall be provided with appropriate vibration isolators, vibration isolation bases, and seismic restraints and snubbers to give uniform loading and deflection for vibration isolation from the building structure. Isolation, both mechanically and electrically, shall be provided in compliance with Code and the established performance criteria. In addition, all piping connected to vibration-isolated equipment shall be vibration isolated from the building structure within mechanical rooms or for a distance of 50' from the equipment, whichever is greater. Main components of the elevator controls and hoist shall be resiliently connected to the Buildings in order to minimize structure-born noise. All major floor mounted equipment shall be provided with a housekeeping pad.

8.9.5. Acoustic Sound Transmission Class. The design and construction for acoustic separation of spaces shall meet or exceed the Sound Transmission Class ("STC") rating as follows:

Space/Adjacency	STC Rating
Office Space/Office Space	40
Mechanical Equipment Room/Adjacent Occupiable Space:	50
Toilet Rooms/Adjacent Occupiable Space:	50
Toilet Room/Adjacent Toilet Room:	45
Occupiable Space/Adjacent Joint Use Spaces:	50
Elevator Shaft/Adjacent Occupiable Space:	45
Corridor or Lobby/Adjacent Occupiable Space:	45

The Lessor shall conduct measurements and shall certify to the Government that such measurements demonstrate that the following Joint Use Spaces satisfy the above acoustic performance criteria when measured, after Government occupancy, against adjacent spaces: the Multi-Purpose Room, the Public Search Facility, all Hearing Rooms and the Training Facility.

8.9.6. Acoustic Noise Criteria. The design and construction shall meet the Noise Criteria ("NC") rating as follows:

Space	Noise Criteria
Multi-Purpose Room	20 ¹

(b) (6)

Computer Facility	40
Training Facility	30 ²
Private Offices	35
Open Offices	40
Public Search Facility	30 ²
Public Corridors	40
Entrance and Elevator Lobbies	40
Receiving Areas and Parking Garages	50
Child Care Center	35 ²
Fitness Center	35
Cafeteria	40
Mechanical and Electrical Equipment Rooms	50
Toilet Rooms	50

Footnote 1: The reverberation time shall be approximately one (1.0) second.

Footnote 2: The reverberation time shall be approximately one-half (0.5) second.

Mechanical equipment located outdoors, including cooling towers and fans, shall include appropriate noise control measures, such as proper equipment selection, in order to comply with the noise criteria for interior occupied spaces as well as to comply with local ordinances regarding noise impact on neighboring properties.

8.10. Mechanical. The mechanical system shall consist of heating, ventilating and air conditioning ("HVAC"), plumbing, and fire protection systems.

Lessor shall provide HVAC systems which include the equipment necessary to provide complete cooling, heating, humidity control, filtration, ventilation, and air distribution systems (limited to ductwork stubbed out on each floor at the mechanical room/shaft to the Occupiable Space, except as otherwise directly set forth below as to certain Joint Use Spaces) for an operational, quiet, and comfortable environment in the Buildings. Consideration shall be given to energy conservation features in system design. Base Building Spaces shall be serviced by floor-by-floor air handling units (chilled water coils), terminal boxes with electric reheat (if required) and centrifugal chillers. If required in Section 8.10 or 8.15, Joint Use Spaces shall be serviced by independent air handling units located near the Joint Use Spaces. Water side economizers shall be provided to service winter chilled water requirements in accordance with applicable energy Codes. Air flow shall be as indicated on the Design Documents. The major HVAC equipment shall be located in the penthouse and on the roof of each building with the AHU's servicing the concourse through Level 8 being located on the individual floors and with the AHU's servicing Levels 9-10 being located at the mechanical penthouse. Roof top equipment including cooling towers shall be screened so that equipment cannot be observed from ground level. Lessor shall provide the plumbing systems which include domestic hot and cold water supply, sanitary drainage, storm drainage, and plumbing fixtures in Base Building Spaces. Lessor shall provide the fire protection systems which include all primary distribution piping (risers, fire department connections, stand pipes, pumps, and fire annunciator inter-connects), supply lines stubbed in to the Occupiable Space from the stand pipe(s) located in the stairtower(s), and the complete sprinkler systems including horizontal piping, drops and sprinkler heads in Base Building

Spaces and the information technology facilities as provided in Sections 8.12.2, 8.12.3, 8.12.4 and 8.15.2, in accordance with Sections 7.5 through 7.9 of this Lease.

8.10.1. Fuel Source. The energy source for the cooling systems shall be electricity to power electric chillers and cooling towers. The primary energy source for the outside air heating systems shall be natural gas.

8.10.2. Environmental Requirements. The HVAC systems shall be able to establish and maintain temperatures (i) for certain Joint Use Spaces (e.g., the Computer Facility), at the temperature and humidity levels set forth in Section 8.15.2; (ii) for the main communication vaults and switch room, MDF rooms and communication rooms at 68 ± 2 degrees Fahrenheit and $45\% \pm 5\%$ relative humidity for 24 hours per day, year round; and (iii) for all other areas, between 68°F and 72°F during the heating season and between 70°F and 74°F during the cooling season. These temperatures must be maintained throughout the Leased Premises and conditioned Base Building Spaces, regardless of outside temperatures, during the hours of operation specified in this Lease. Simultaneous heating and cooling within a single zone shall not be permitted, except as included as part of terminal boxes with electric reheat. Relative humidity shall be maintained between thirty percent (30%) and sixty percent (60%) during the hours of operation specified in this Lease. Steam generating humidifiers shall be provided. Evaporative humidification shall not be permitted. Heat recovery (in lieu of reheat) shall be used to control humidity in systems in which outside air percentages may be overridden by Indoor Air Quality sensors.

During non-working hours, unless overtime services are requested pursuant to Section 6.4.2, temperatures shall be set no higher than 55°F during the winter season and no lower than 85°F during the summer season, and air conditioning will not be required. In areas where there is the possibility of pipe freezing, the Lessor shall provide heating equipment to maintain an ambient 55°F environment.

The HVAC system shall provide maximum temperature control and the capability to incrementally isolate approximately one half of each floor in each of Buildings B, C, D and E and approximately one-quarter of each floor in Building A. No individual terminal unit shall be sized in excess of 1,000 cfm. Individual thermostats shall be provided (as part of Base Building in Base Building Spaces only and the thermostat control system and backbone shall be capable of providing service for thermostats which control a maximum of 1,000 square feet in the Occupiable Space) and shall control a maximum of 1,000 occupiable square feet. All thermostatic controls shall be tamper resistant.

The outdoor weather conditions to be used for designing HVAC systems shall be based on the data identified in the then-current edition of the ASHRAE Handbook of Fundamentals for Washington National Airport, Virginia.

Summer	92°F dry bulb	76°F wet bulb	(1% occurrence of each cooling season- June through September-at or above the dry bulb temperature and associated mean coincident wet bulb)
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Winter	10°F dry bulb	0% RH	(99.6% occurrence of each heating season-December through February-at or below the dry bulb temperature) (1% occurrence of each cooling season-June through September-at or above the dry bulb temperature; this wet bulb is independent of the dry bulb values and is not coincident with the design dry bulb listed above; i.e., used for cooling tower selection)
Summer	78°F wet bulb		

The occupied indoor conditions during working hours to be used for designing HVAC systems shall be based on the following conditions, unless otherwise noted.

Summer	72°F ±2°F dry bulb	30-60% RH
Winter	70°F ±2°F dry bulb	30-60% RH

The indoor conditions for the Computer Facility shall be based on the following conditions.

Summer	68°F ±2°F dry bulb	45% ±5% RH
Winter	68°F ±2°F dry bulb	45% ±5% RH

The indoor conditions for the Child Care Center shall be based on the following conditions.

Summer	75-78°F ±2°F dry bulb	50% ±10% RH
Winter	75-78°F ±2°F dry bulb	50% ±10%RH

The indoor conditions for the Public Search Facility shall be based on the following conditions.

Summer	72°F ±2°F dry bulb	50% ±10% RH
Winter	70°F ±2°F dry bulb	50% ±10% RH

The indoor conditions for the kitchen shall be based on the following conditions.

Summer	80°F
Winter	65°F

The indoor conditions during non-working hours to be used for designing HVAC systems shall be based on the following conditions.

Summer	85°F dry bulb minimum
Winter	55°F dry bulb maximum

Internal heat gains from lighting, electric, people, and other heat generating sources shall be used to determine the internal load. The internal loads shall be used in the final design calculations and for sizing the HVAC and utility systems. The occupancy density for the Occupiable Space shall be in accordance with the applicable building Code. The cooling

systems shall be capable of accommodating a maximum electric load for the Occupiable Space of 5.5 W per square foot at 50% diversity or 2.75 W per square foot including diversity. This electric load shall account for tenant equipment and computer heat load. The cooling systems shall be capable of accommodating a maximum lighting load for the Occupiable Space of 1.7 W per square foot.

The cooling systems shall be capable of cooling the following rooms 24 hours per day.

- the switch room (see Section 8.12.2) - ten (10) tons of cooling total (or 150 square feet per ton)
- each MDF room, MDF/UPS room and MDF/vault (see Section 8.12.3) - capable of cooling 50 watts per square foot
- each communication room, comprised of one (1) Telephone Room and one (1) LAN Room (see Section 8.12.4) - one (1) ton of cooling total (or 200 square feet per ton)

The following indoor air quality design features shall be implemented:

- the building materials, furnishings, and finishes shall be selected to minimize volatile organic compounds ("VOCs") which are air pollutants found in many common building materials
- the HVAC systems shall be designed to purge the Buildings before occupancy to lower the VOC level
- the building materials, furnishings, and finishes shall be selected to minimize absorption and desorption rates to prevent pollutants from staying within the Buildings
- the HVAC systems shall be designed to provide a comfortable environment, including temperature and humidity
- the ventilation, or outdoor air, rate shall be in accordance with, but in no event less than, current Code or as required to maintain a maximum CO₂ concentration of one thousand (1,000) ppm, whichever is greater; this minimum rate shall be assured by a dedicated outside air fan to supply outside air to the air handling units during normal working hours
- the outdoor air intakes shall not be located near sources of contamination; as an added measure of safety, building fresh air intakes shall be from the roof of the buildings
- the supply air to the Occupiable Space shall be filtered with sixty-five percent (65%) efficient cartridge type filters to provide clean air
- all air handling unit chilled water coils shall have stainless steel, double sloped drain pans to assure that there is no standing water that can promote the growth of microorganisms; the associated drain pan traps shall be sized to prevent condensate carry over
- all air handling unit chilled water coils shall be sized for a velocity that shall prevent water carry over
- interior duct lining shall be kept to a minimum and shall not be allowed within the absorption distance of humidifiers; all duct lining shall be treated to minimize erosion and prevent microbial growth
- all air handling units shall be of double wall construction

- all exterior ductwork insulation shall be installed to prevent loose fibers from entering the occupied spaces
- all sound attenuators shall be packless and/or cleanable type suitable for hospital and clean room applications
- all humidifiers shall be self contained steam generating type with minimal or no chemical treatment to prevent chemicals from being supplied to the Occupiable Space
- the HVAC systems shall be designed to maintain directional air flow between adjacent spaces to control odor and humidity for rooms such as restrooms and kitchens; this shall also prevent undesired recirculation of harmful indoor air contaminants; directional air flow shall be achieved by making up or exhausting the required air flow quantities
- the HVAC systems shall be designed to maintain a positive building pressure to minimize infiltration of untreated air and pollutants by supplying at least 0.02 cfm per square foot more outside air than the total air exhausted or mechanically relieved from the building
- the HVAC systems shall be designed to maintain a sufficient amount of airflow during all times, summer and winter as prescribed by Code for the utilization of the particular space
- all mechanical equipment shall be designed with appropriate maintenance space to provide access in cleaning the equipment

8.10.3. HVAC System Components. The Lessor shall provide HVAC systems capable of supporting and accommodating variable volume terminal distribution and control. The HVAC systems shall include provisions for increasing the outside air percentage when supply air is throttled due to low loads and shall meet or exceed ASHRAE ventilation requirements in place as of the date of the design. The HVAC systems shall accommodate a maximum of 9.4 BTUH per square foot (2.75 W per square foot power plus 1.75 W per square foot lights) for tenant equipment and computer heat gain load for all Occupiable Space or as otherwise specified in the Joint Use Space requirements. The HVAC systems shall also accommodate a partial loading requirement from the maximum design load down to 0.0 BTUH per occupiable square foot. No additional diversity factor shall be considered for tenant equipment and computer heat gain loads.

Variable air volume ("VAV") or a functionally comparable system providing maximum flexible zoning conditions and independent temperature control is required. A system is considered functionally comparable if it achieves the same control and capacity as a VAV system in cooling, heating, air movement, outside air supply, zoning flexibility, uniformity of temperature, filtering, efficiency, humidity control, quietness and other relevant operational parameters. Air handling units shall utilize fans with inlet vane or variable frequency drives for variable volume control. The Lessor shall provide exhaust fans for smoke control in the event of fire. All fans shall be capable of operating in a stable range for both maximum and minimum operating conditions. Air handling unit filtration efficiency shall be at least sixty-five percent (65%) as measured by ASHRAE 52-76.

The Lessor shall provide air handling units with a water side economizer cycle. VAV units shall be capable of operating at full and part load demand, and shall be system pressure

independent. Areas having excessive heat gain or loss, or affected by solar radiation at different times of the day, shall be independently controlled.

VAV air systems shall have an air flow measuring station at all fan units in Base Building Spaces, and shall have the capability of supporting air flow measuring stations at all fan units in Occupiable Spaces. All building core functions and exterior perimeter diffusers and registers shall have manual balancing dampers.

The primary air distribution system shall consist of air handling units (AHUs) serving the Base Building Spaces and the Occupiable Space, terminal boxes for either VAV or CV operation in Base Building Spaces, and ductwork mains (stubbed out from Base Building mechanical rooms/shafts at each floor space) to the secondary air distribution systems as more particularly described in Section 8.10.8.

The following Joint Use Spaces shall have independent HVAC systems (AHUs):

- Multi-Purpose Room
- Fitness Center
- Cafeteria
- Public Search Facility
- Training Facility

The AHUs shall consist of the following components:

- supply fans with VFDs and air measuring stations; centrifugal type fans; plug type fans shall be considered for quieter operation
- economizer sections for air side economizer with outside air fan for IAQ concerns
- filters; class 1 30% and 65% cartridge type filters
- chilled water coils with stainless steel, double sloped IAQ drain pans
- access sections; adequate quantity for easy maintenance
- steam humidifiers as required; provided in the outside air units; self contained type; evaporative humidification shall not be permitted
- supply and return sound attenuators (if required to achieve sound levels indicated in Section 8.9.6); duct mounted; packless and/or lined type for IAQ concerns

AHUs shall have all safeties hard wired external to the building automation system (BAS). Each AHU supply duct system shall include a pressure relief door located in the mechanical equipment room to prevent over-pressurization of the ductwork. In outside air units, manual reset freezestat upstream of the cooling coil shall de-energize the air handling unit whenever it detects a fall in temperature to its setpoint. Upon detection of smoke in the supply or return air duct, the AHU shall be de-energized. All safety devices must be proven both in the manual and automatic mode before the AHU can start. A static pressure sensor located downstream of the supply fan shall modulate the variable speed drives to maintain a constant system pressure in response to filter loading and variances in air distribution. The supply air temperature shall be reset based on polling of the zone temperature sensors to ensure satisfaction of system cooling demands while preventing supply air from dropping below equipment minimums. Night set-back and morning warm-up controls shall be provided.

The secondary air distribution system (which shall be provided in all Base Building Spaces and for certain Joint Use Spaces, as specified below, as part of the Base Building) shall consist of terminal boxes, air terminals (diffusers, grilles, and registers) and the ductwork from the primary system to the terminal boxes and air terminals. Each air terminal shall have a manual volume damper to regulate the air flow rate. These dampers shall be located close to the main to reduce noise levels. Terminal boxes (as part of the Base Building in Base Building Spaces only) shall be pressure independent and shall be provided with electric reheat coils, as necessary. Perimeter zones shall utilize fan powered parallel VAV boxes with electric reheat. Interior zones shall utilize cooling-only VAV boxes except that reheat coils shall be used for areas where heating is required. Base building electrical infrastructure shall be designed to accommodate anticipated tenant installation of fan powered and reheat boxes. The capacity of terminal boxes shall be limited to 1,000 cfm, and shall not serve more than 1,000 square feet. The minimum position of fifty percent (50%) at terminal VAV boxes shall be considered for IAQ concerns (or 30% for reheat boxes per the applicable energy Code). Each terminal box shall be provided with a tamper resistant thermostat. The reheat coils shall be used where the terminal boxes serve perimeter or roof areas (areas within 15' of perimeters or roofs). Lessor shall provide local mounted humidifiers, if necessary, for areas requiring additional humidity control to meet the humidification requirements of this Lease. The air distribution system shall be zoned such that areas having excessive heat gain or loss, or affected by solar radiation at different times of the day, shall be independently controlled. Branch ductwork shall be connected or "looped" to provide flexibility for the secondary air distribution system during the Fit-Out.

The air from conditioned spaces shall either exfiltrate to the outdoors or shall be exhausted or returned back to the AHU. Each Building design shall accommodate a return air ceiling plenum. Return air shall flow from the conditioned spaces to the ceiling plenum through a return air grille and transfer ducts (as required) to the return air duct. For AHUs serving the general purpose spaces, return air shall flow through ductwork connected to each mechanical room.

The Lessor shall provide computer room air conditioning units (CRAC) in the following areas:

- Computer Facility
- interim data center in Building E
- main communication vault and switch room
- MDF rooms
- communication rooms

8.10.4. Ductwork. Ductwork shall be sized using the balanced pressure method from the then-current edition of the ASHRAE Handbook of Fundamentals. Duct leakage requirements shall not exceed three percent (3%) and shall be tested in accordance with the then-current SMACNA Duct Standards. No sound lining shall be permitted within 10' of cooling coils or within the absorption distance of humidifiers, unless such lining is protected from moisture penetration through the use of vapor barriers, non-absorptive insulation, etc. All ductwork shall be insulated and sealed to prevent condensation. All ductwork, unless noted otherwise, shall be galvanized sheet metal. All ductwork shall be sealed to class A standards. Supply air ductwork shall be constructed to six (6) inch pressure class upstream of terminal boxes and two (2) inch pressure class downstream of terminal boxes. Exhaust, return, and outside air

ductwork shall be constructed of four (4) inch pressure class. In unconditioned areas, all supply air, outside air, and return air ductwork shall be externally insulated with a vapor barrier.

8.10.5. Control Systems. Direct digital controls are required. For all major mechanical equipment, the Lessor shall provide lead-lag type controls and automatic sequences. Chillers shall interlock with respective condenser and chilled water pumps. Flow shall be proven through both evaporator and condenser before chiller start. All major mechanical equipment except chillers shall be controlled by hands-off-automatic switches.

All Occupiable Space shall be serviced by a comprehensive building automation system ("BAS") and centralized energy management control system ("EMCS") capable of control, regulation, monitoring, and operational optimization of all environmental conditioning equipment and electrical systems. The BAS shall be fully supported by a service and maintenance contract. The Lessor shall provide an automatic temperature control system for each building which is connected into a centralized EMCS.

The BAS shall control, regulate, monitor, log, and optimally operate the HVAC and electrical systems including, but not limited to, temperature, humidity, AHUs, exhaust fans, chillers, cooling towers, pumps, and electrical distribution systems. The BAS shall include, but not be limited to, a complete BAS system, including field controllers, input/output, work station, and communications network (with capability of communicating with systems in other buildings); all field instrumentation including valves, sensors, dampers, and relays; cabinets and other mounting equipment; custom third party equipment interfaces; and system software including operating systems, compilers, configurations, database management software, diagnostics, data acquisition, process control, energy usage totalization, and scheduling. The BAS panels shall be expandable by adding additional input/output logic cards that operate through the processor of the BAS panel. The system console shall be at least a Pentium based computer and shall be provided with a printer. The console shall include a color graphics display unit, a standard keyboard, and a modem. The BAS shall be provided with interactive color graphics. Each system shall be displayed separately as depicted on the instrumentation and mechanical drawings. Control valves and damper operators shall be either electric/electronic or pneumatic. All major mechanical equipment shall be provided with lead-lag type controls and automatic sequences. All BAS controlled fans and pumps shall be provided with current sensor to monitor equipment status.

8.10.6. Piping and Fluid Distribution. No HVAC piping shall extend more than 150' vertically from the high to the low points of the system. Maximum system operating pressure shall not exceed two hundred (200) psi, and maximum distribution temperature shall not exceed 200°F.

HVAC Piping shall be sized for a maximum friction loss of 4' per 100' of straight pipe. Maximum pipe velocity shall not exceed 4' per second in pipes equal to or less than 6" in diameter. Pipe velocity shall not exceed 8' per second in pipes greater than 6" in diameter. The Lessor shall provide stand-by pumps for each HVAC system. HVAC Pumps shall not operate above 1,750 RPM. The Lessor shall provide flow-measuring devices and flow-balancing devices on all major systems at each circulating pump. The Lessor shall provide flow-regulation devices and appropriate gauges at connections to all pieces of heating and

cooling equipment. The Lessor shall provide balancing valves with memory recall, and shall also provide valves and by-pass piping to isolate all equipment for maintenance and repair. Piping connections for future reserve capacity equipment shall be valved and capped.

The Lessor shall provide manual air vents at all HVAC pipe system high points, and shall provide, at all system low points, hose type drain valves. The Lessor shall also provide a diaphragm-type expansion tank for all closed HVAC piping systems. All closed heating systems shall have pot feeders and chemical treatment to inhibit corrosion, bacterial growth, and scale deposits.

The Facility shall be serviced by separate storm drainage and sanitary waste systems. Roofs shall be drained by gravity through inside leaders, house drains, and house sewers to site sewers. The storm drainage system shall be sized to meet the fifty (50) year rainfall. Plumbing fixtures above grade shall be drained by gravity through inside leaders, house drains, and house sewers to site sewers. Loading dock and kitchen drains shall be run through oil and sediment interceptors and sump pumps, as required, to the gravity sanitary drainage system. Plumbing fixtures below grade shall be drained by gravity to duplex sewage ejectors and then pumped, as required, to the gravity sanitary drainage system. Plumbing vents shall be routed to the roof.

Plumbing fixtures shall include, but not be limited to, sinks, lavatories, water closets, and drinking fountains. Water closets and lavatory faucets and valves shall be electronically activated. Janitor closets shall be provided with a service floor mop basin type receptacle. Chilled water drinking fountains shall be located within every 200' of travel distance on each floor and shall conform to ARI 1010 and UL 399. Appropriate fixtures and controls shall be provided for access to disabled persons in accordance with ADA and UFAS.

The Site shall be serviced by the public water distribution system. The water services shall be metered. Domestic water shall be distributed through mains, risers, and branches to plumbing fixtures and equipment. If available water pressure is inadequate, a pressure booster pump system (triplex type) shall be provided. A minimum of 25 psi residual pressure shall be provided at the highest plumbing fixture in the Occupiable Space. Domestic water system shall be zoned to limit the pressure at plumbing fixtures and equipment to 80 psi maximum. The water supply system shall be pressure zoned or otherwise controlled not to exceed this maximum pressure. Backflow preventors shall be provided throughout the domestic water system to prevent backflow of water by the use of air gaps or backflow prevention devices. Systems shall be designed to prevent water hammer conditions by providing air chambers for fixtures and shock arresters for quick closing valves.

Cold water shall be supplied to rooms and equipment including, but not limited to, the following:

- each toilet room
- janitor closets
- drinking fountains
- kitchens

Riser piping that can accommodate plumbing fixtures shall be provided for the following Joint Use Spaces:

- Multi-Purpose Room
- Computer Facility
- Child Care Center
- Fitness Center
- Cafeteria
- Health Unit
- Training Facility

Lessor shall provide each Building with one or more water heaters located in the Building penthouse, as well as adequately sized vertical piping to an insulated loop with stub-outs and valves on each building floor, which insulated loop shall be part of Base Building to the extent serving Base Building spaces and shall be part of Fit-Out to the extent serving Fit-Out spaces. Such insulated piping loop shall be capable of delivering water at a minimum of 110 degrees F at all fixtures. Water heaters will be fueled by natural gas. A recirculation system shall be provided if a hot water user is greater than 100' of piping from the heater source.

Hot water shall be supplied to rooms and equipment including, but not limited to, the following:

- each Base Building toilet room
- janitor closets

Natural gas shall be extended from the street main with a meter and regulator located outdoors. Natural gas shall be provided to the required equipment. All natural gas fired equipment shall be provided with necessary pressure regulators and associated vent lines.

8.10.7. Heating System. For the heating systems, the Lessor shall provide outside air units with indirect natural gas heating and terminal electric heat/reheat. An enthalpy wheel to pre-treat the outside air may be used if determined by the Lessor and approved by the Government.

8.10.8. Cooling System. The Lessor shall provide chillers, pumps, cooling towers, condensing water systems, and other major components, as necessary, so that when an individual component is non-operational, the remaining components shall maintain normal operational temperature and humidity during normal hours of operation and any extended hours of operation. The Lessor shall provide a minimum of two (2) chillers per building. The Lessor shall also provide, in each building, future adjacent expansion space for one (1) additional chiller and associated pumps, cooling tower and equipment of equivalent size to the largest chiller located in the building. The chilled water systems for each building shall be tied into a campus loop to provide chiller redundancy and to facilitate part load operation. The Lessor shall provide chilled water systems with a "one shot feeder" chemical feed system for water treatment. Water condenser systems with an automatic chemical feed and bleed system and with a solid separator shall be provided.

The Lessor shall provide a dedicated pumping system (risers, cooling towers and other necessary equipment) for each condenser water loop and for any chilled water loop serving

dedicated, 24-hour operation areas (e.g., the Computer Facility, main communication vaults, switch room, MDF rooms, and communication rooms). The 24-hour chilled water loop for each building shall be tied into the building loop for redundancy.

All chilled water piping shall be insulated. All condenser water piping shall be insulated when water side economizer cycles are used. All exterior piping subject to freezing shall be heat taped and insulated. Each cooling tower shall include sump heaters for freeze protection. Each cooling tower shall have a separate cell for each chiller. Each cell shall have a separate basin or separate section of a common basin. Domestic water shall not be utilized as condensing medium. The Lessor shall provide a solids separator for the condenser water system. The Lessor shall provide variable frequency drive for cooling tower motors. Cooling towers shall not be mounted on grade level. Each system shall include a make-up cold water connection. The Lessor shall provide a quick-fill connection for the condenser water system. The Lessor shall provide valve and cap connections in at least one central location per floor for Government future chilled water requirements.

The HVAC system located in the penthouse shall provide chilled water for the AHU cooling coils and Government future 24-hour chilled water requirements, and shall consist of the following components:

- a minimum of two (2) chillers shall be provided per building;
 - each chiller shall be sized at 55% of the building load, redundancy shall be provided by tie-in to a campus chilled water loop
 - electric centrifugal type; reciprocating or screw chillers shall not be permitted except for 24-hour chilled water system
 - power input shall not exceed 0.55 kW/ton at full load capacity inclusive of ARI 550
 - refrigerant sensors, alarms, and breathing apparatus shall be provided in accordance with ASHRAE Standard 15
- cooling towers
 - a minimum of one (1) cell per chiller
 - each cell shall have a separate basin or separate section of a common basin
 - induced mechanical draft, cross flow heat transfer type
 - VFDs and motors
 - basin water make-up connections located on the roof, not on grade level
- heat exchanger
 - plate and flame type for water-side economizer
- pumps
 - a stand-by pump shall be provided so that when one is down, normal operational temperature requirements can be maintained
- expansion tank - diaphragm type for the closed loop chilled water air separator for the closed loop chilled water
- piping and piping accessories for a closed loop system for the chilled water
 - all chilled water piping shall be insulated
 - piping and piping accessories for an open loop system for the condenser water
 - all condenser water piping shall be insulated where a waterside economizer is used
- chemical treatment

- automatic chemical feed (inhibitor and two (2) biocides) and bleed system for the condenser water
- a solids separator for the condenser water
- a shot feeder to inhibit corrosion, bacterial growth, slime mold and scale deposits for the closed loop chilled water

All chillers shall be interlocked with their respective condenser and chilled water pumps. Flow shall be proven through both the evaporator and condenser before the chiller start.

8.10.9. Exhaust Systems. The Lessor shall exhaust one hundred percent (100%) of supply air (or in accordance with the minimum Code requirement) from all Base Building toilet rooms, locker rooms and other sources of humidity and/or odor to the building exterior at roof level, with negative pressure maintained in all such areas. The Lessor shall provide auxiliary exhaust risers capable of supporting the Government's requirements for all Joint Use Spaces as well as the Government's distributed space requirements in the Occupiable Space (e.g., galleys, copy rooms and conference rooms), and the horizontal tie-in (e.g., ductwork) from the Occupiable Space to the exhaust risers (except for the galleys, copy rooms and conference rooms as set forth below). See Section 8.15 and the POR attached as revised Schedule 5.2.1.

Stairwell pressurization for building Code compliance shall be provided by Lessor to the extent required by Code. If required, each stairwell shall have a fan supplying air through a shaft adjacent to the stairwell with relief openings at the top of the stairwell. The Atrium shall be provided with exhaust fans at the top of the Atrium to the extent required by Code.

Lessor shall provide, except as otherwise set forth herein, the following exhaust systems:

- toilet, janitor closet, and locker room exhausts to exhaust one hundred percent (100%) of supply (or in accordance with the minimum Code requirement) to the roof and provide a negative room pressure relative to adjacent spaces
- modulating exhaust fans and associated control dampers to enable floor-by-floor isolation of system exhaust corresponding to operation of floor-by-floor AHU's
- electrical room exhaust, to exhaust room air from each electrical room into the exhaust system
- galley, copy room and conference room exhaust and fans in the ceiling of each room (as required in, and paid for from the Fit-Out Allowance); galley room and copy room shall exhaust room air to the outside via the riser; conference room shall exhaust air into the ceiling plenum or to the outside via a riser (provided as part of the Base Building)
- Utility room (fuel oil pump room, trash room, etc.) exhaust, to exhaust Code required ventilation to outdoors independent of other building exhaust systems, as required by Code
- penthouse mechanical room exhaust, thermostatically controlled, to exhaust room air to outdoors
- Multi-Purpose Room toilet exhaust, to exhaust room air to outdoors
- Battery area air to outdoors, to the extent required by Code
- Child Care Center kitchen, toilet, diapering and janitor closet area exhausts, to exhaust room air to outdoors
- Fitness Center toilet and locker room exhaust, to exhaust room air to outdoors

- Cafeteria's kitchen hood exhaust, to exhaust hood air to the roof and provide negative room pressure relative to adjacent spaces and to provide odor control
- Cafeteria's toilet and serving area exhausts, to exhaust room air to outdoors
- Health Unit toilet, clean and dirty utility storage, bed resting, and janitor closet exhausts, to exhaust room air to outdoors

8.10.10. Service Accessibility. All mechanical equipment shall be provided with provisions for suitable means for lifting and moving all equipment weighing over five hundred (500) pounds. In machine rooms that are more than 12'-0" slab-to-slab, catwalks and ladders shall be provided for access to all serviceable equipment. All mechanical closets shall be vertically stacked where possible. The chillers and their associated pumps shall be located with easy access to the outside, for maintenance and replacement of large pieces of equipment with minimal disruption, and shall be located away from noise-sensitive areas.

8.10.11. Testing Balancing and Commissioning. The Lessor shall complete leak testing prior to installation of finished ceilings. Testing (including any required re-testing), adjusting, and balancing of HVAC equipment and all HVAC water and air systems, prior to Government acceptance of space shall be conducted by a firm that is not affiliated with the mechanical contractor or subcontractor and that is a member of the American Association of Balancing Contractors or equivalent organization. The Lessor shall pretest and certify to the Government in writing that all systems are complete and ready for performance testing. After the Lessor has performed all tests and balances, the Lessor shall provide and certify to the Government a final testing and balancing report identifying all elements tested, instruments used, and final results, and thereafter, the system shall be considered ready for commissioning.

8.11. Electrical. The Lessor shall design, provide and install:

- all lighting, including normal and emergency lighting, in all lobbies, mechanical rooms and other Base Building Spaces
- telecommunication system raceways (e.g., conduits, basket and ladder-type cable tray), capable of supporting the Government telecommunication, data, video, security, life safety, and building automation system requirements to support the general office and Joint Use Spaces
- power distribution from utilities sources to all distributed electrical rooms; including:
 - 480Y/277V and 208Y/120V normal power, with capacity to support the Fit-Out power and lighting loads in Joint Use Spaces and in all Occupiable Space, terminated in branch panel-boards in electrical rooms in the building cores; and
 - emergency power to the electrical rooms with capacity sufficient to satisfy the emergency power requirements of Section 8.11.3.

8.11.1. Primary Electrical Service. The primary electric service to the Facility shall consist of two independent (i.e., originating from different utility company substations) full capacity 34.5 kV services from Virginia Power. The Lessor shall provide, on the load side of such utility service, a dual feeder primary loop-feed network. The primary feeder circuits shall be powered from two separate utility power substations; one from circuit number 327 out of the Jefferson Street substation and the other from circuit number 782 out of the Virginia Hills subdivision. The feed from the Jefferson Street substation is an existing service in the area. Each of the two primary feeders circuits shall follow a distinct route from the substations to

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the Facility transformer switch vault and shall be separately encased upon entrance to the Site. Such separate routings shall, at all points, be separated by not less than 20' (up to the service entrance to the Site at Eisenhower Avenue). The primary electrical feeders shall each have the capacity to independently support the entire Facility's power system. Each service conductor shall be sized based on the sum of distribution feeder requirements, system losses, future loads, and system demand and diversity factors. Primary service main equipment shall be rated both for service capacity and for available fault duty. A fault on one primary feeder or at a transformer in the primary network shall trip the associated fused air interrupter. In addition, in order to isolate such a fault, an automatic transfer to the alternate primary feeder shall be accomplished immediately after such a fault is detected.

The main feeders shall run to each Building in concrete-encased duct banks reserved for power wiring only. Feeder conductors shall be insulated for one hundred thirty-three percent (133%) voltage and shall be one hundred percent (100%) shielded. Service feeder conduits shall be non-metallic. The feeders shall terminate at each building at the transformer. The number of transformers shall vary in size and quantity based on the building loads. The transformers shall have cooling fans for added capacity, as required. Each transformer shall be served via a fused, loop-feed, air interrupter switch located in the vault to connect the transformer primary to each 34.5 kV primary feeder. The secondary of each transformer shall serve a service switchboard. Transient voltage suppression system ("TVSS") devices, submetering and power factor correction, if required, shall be provided in the individual service switchboards, as shown on the Design Documents.

An electrical status supervisory and monitoring system shall be provided by Lessor to monitor the status of the primary service switches and the loading of the 34.5 kV feeders and the main switchboards. In addition, transformer temperature alarms and bus under-voltage alarms shall be annunciated at the console. The Lessor shall provide one centralized control system for the Facility to display and control electric supervisory and monitoring functions, with continuous communication capabilities including all necessary devices for metering/monitoring output and status.

The Lessor shall provide power surge protection for the Facility. Each service entrance feeder to each building shall have lightning arrestors. TVSS devices shall be on the secondary side of the transformers at each service switchboard. The minimum rating of the surge suppression equipment shall be 300,000 amps. Each device shall have a response time of less than 1 nanosecond and be type C3. If required to automatically correct lagging primary power factors in order to avoid penalty charges from the utilities service providers, Lessor shall provide power factor correcting capacitors at each building.

Main electrical equipment rooms shall not be located immediately below plumbing drain lines or water lines, or on floors more than one floor below ground level. These rooms shall be physically separated such that an incident (sprinkler leak, fire, etc.) in one room shall not impact the other room(s). All floor-standing electrical equipment shall be installed on 4 inch concrete housekeeping pads. Main service facilities shall be enclosed, and the enclosure shall not be used for other purposes. All electrical equipment shall be located a sufficient distance from communication and data equipment to avoid electro-magnetic interference.

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The Lessor shall integrate all buildings with a centralized BAS and EMCS to monitor and control all primary HVAC and electrical systems with the capability to interface and control all secondary HVAC and electrical systems, lighting systems, fire protection and life safety systems, and emergency generators. All major components of the selected BAS/EMCS system for each building shall be from the same manufacturer and the same model to the greatest extent possible, and all major components of the system shall be interchangeable to reduce the number of spare parts required.

8.11.2. Electrical Distribution. The Lessor shall provide 480Y/277V, three-phase, four-wire feeders originating on the load side of the secondary unit substations to each building's secondary switchgear. Lessor shall provide 480V primary, 120Y/208V secondary dry-type transformer(s) for each electric closet. Feeders for distributed loads in the Occupiable Space higher than 800 amps shall be enclosed copper bus ducts. Plug-in bus duct shall have integral ground bus, sized at fifty percent (50%) of the capacity of the phase bus to serve as a grounding conductor. The Lessor shall provide at least twenty-five percent (25%) spare capacity in all busways.

The electrical system for each individual closet shall be sized for adequate capacity without demand factors to serve the watts (non-emergency) per square foot requirements of this Lease plus the extra twenty-five percent (25%) spare capacity in all busways. The busway riser capacity shall be sized for the lighting, receptacle and electric re-heat loads in accordance with the National Electrical Code requirements and demand factor allowances. Buildings B/C/D/E shall each be served by two 2500/2800 kVA transformers.

Building A shall require six (6) 2500/2800 kVA transformers. The requirements for Building A shall be adjusted as appropriate to properly accommodate the Computer Facility.

Computer equipment panelboards serving computer terminals or dedicated work stations shall have an isolated ground bus. Service to the computer panelboard shall be supplied from an isolation transformer. Equipment shall be sized with consideration given to higher harmonic currents in the neutral wire.

The Lessor shall provide an independent ground conductor (IG type signal ground), for computer loads within the Leased Premises, from the service entrance ground to the secondary of the transformer dedicated to computer loads. Proximate to all raised floor areas within Joint Use Spaces (e.g., the Computer Facility, Training Facility and the Public Search Facility), the Lessor shall provide for a ground connection for a high-frequency, signal-reference, copper-matrix grid adequate up to 100 megahertz (which Tenant-side matrix grid shall be provided as Fit-Out).

Secondary central switchgear shall include microprocessor-based protective devices. Secondary central switchgear shall communicate with the supervisory monitoring system. In a case in which the secondary side of the transformers is tied to a two section buss, a tie breaker shall be utilized.

Motor Control Center construction shall be NEMA Class 1, type B with magnetic starters and motor circuit protectors or fuses. Minimum starter size shall be size 1, with three overload relays. Motor controls shall be grouped when more than six starters are required in an

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equipment room. All motors with a rating of 5 hp or greater shall have either a variable frequency drive, solid state starter, or reduced voltage starter in a delta/star configuration. All solid-state starters over 15 hp, and any size starter that is determined to be critical to the operation of the electrical or mechanical service continuity, shall be equipped with a bypass contactor. For starters over 50 hp, the bypass shall include a delta/star motor starter. All solid-state and variable frequency drives shall communicate with the BAS/EMCS.

The Lessor shall provide to the Base Building electrical closets a primary electrical distribution system of switchboards, feeder and branch circuit panel boards with necessary feeders and transformers capable of supporting the Fit-Out secondary (branch) electrical distribution system unit loads shown in the table below, or if applicable, higher loads for specific Base Building Joint Use Requirements described in Section 8.15. The Lessor shall provide two spare circuit breakers in each switchboard and panelboard for each size of circuit breaker. The Lessor shall provide lockable power panelboards for all building electrical loads. The number of spaces for future over-current devices in a panelboard shall not be less than fifteen percent (15%) of the active circuits.

Service Type	Watts/ OSF	Maximum No. of Receptacles/Circuit
Lighting (277 VAC)	1.7	Not Applicable
General Office Service Receptacles and Task Lights (120 VAC)	1.5	8 Duplex
Computer Loads (PCs)(120 VAC)	2.0	3 Duplex; Isolated Ground Type
Printer (120 VAC)	2.0	2 Duplex

As required by Applicable Law, Lessor shall provide shunt trip circuit breakers associated with the elevator systems. Electrical power for fluorescent and high-intensity-discharge-type interior and exterior lighting, motor loads (1/2 HP and larger), elevators and other large single electrical loads shall be at 480Y/277V. All 480Y/277V circuit homeruns to branch panelboards shall not exceed 200' in length. Power for receptacles, incandescent lights, small motors, and specialized equipment shall be at 208Y/120V. All 208Y/120V circuit homeruns shall not exceed 150' in length. The Buildings shall be designed to allow for the capability to install electrical outlets on the interior face of exterior walls.

Each building shall have a main electric room. The secondary side of each transformer shall serve individual service switchboards in the building. The automatic transfer switches for the emergency generators and any fire pumps shall also be connected to the secondary side of a transformer. The emergency system is described further in Section 8.11.3.

Buildings B/C/D/E shall have a main electric room in each building with two service switchboards and the emergency switchboard. Additional switchboard(s) shall be provided by Lessor in Building E as necessary to support the temporary Computer Facility. Building A shall have main electric rooms with five (5) service switchboards and the emergency switchboard. The service switchboards for each building shall serve the lighting and receptacle risers, as well as smaller local mechanical loads. The major mechanical loads shall be served from the MCC connected to individual service switchboards. Each vertically

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stacked electric closet shall be served by a vertical bus duct riser. Buildings B/C/D/E shall each have two (2) risers, one (1) for each of the vertically stacked electric closets per floor. Each riser shall be at 480Y/277V, with the ground bus capacity sized at least fifty percent (50%) of the phase bus. The busway shall be rated for 1200 or 1600 amperes, per riser shown on the Design Documents.

In Building A, there shall be four (4) busway risers in each building wing for power and lighting. Each wing shall have one (1) 1600 ampere, two (2) 1200 ampere and one (1) 1000 ampere busway. These busways shall serve the closets in that wing. Each wing of Building A shall have a 1200 ampere mechanical equipment riser.

Each electric closet shall contain room for at least three (3) 42-pole panelboards: one (1) panelboard for 480Y/277V lighting loads and two (2) panelboards for 208Y/120V loads, plus spare room for one (1) additional panelboard. Some electric rooms shall also contain an emergency panelboard. All panelboards shall have room for at least fifteen percent (15%) future circuit breakers. The 208Y/120V panelboards shall have a neutral bus rated for harmonic loads. All 208Y/120V panelboards serving computer loads (computer terminals and workstations) shall also contain an isolated ground bus.

Within each Building, the isolated ground bus shall be connected to the ground of the derived system (the center point on the Y of the secondary of the transformer) through an insulated, independent ground wire. This insulated ground wire shall be connected to the main service entrance ground through a ground riser, thus producing a direct path to ground for sensitive loads. This shall also create a common ground reference for all of the 120V panelboards utilizing an isolated ground bus. Oversized neutrals shall be utilized from the panelboard to the transformer. Neutrals on branch circuits for computer use loads, such as pc's and printers shall utilize dedicated neutral conductors.

8.11.3. Emergency Power. The Lessor shall provide an emergency power system ("EPS") to satisfy all life safety requirements of the Facility. Each Building shall be equipped with a stand-by engine generator with a fuel capacity capable of providing power for a duration of seventy-two (72) hours at twenty-five percent (25%) of the engine's full rated fuel consumption for Buildings B/C/D/E and sixty percent (60%) of the engine's full rated fuel consumption for Building A. Each engine shall provide full rated output from a cold start condition in a maximum time of ten (10) seconds in compliance with the requirements of NFPA 70, Section 700-12 and NFPA 101, Section 5-9.1.2. The Lessor shall provide a generator malfunction alarm system connected to the BAS for each building as well as to the Security Command Center. The Lessor shall provide automatic transfer switches ("ATSs") as required for each generator to protect motor loads from damage caused by out-of-phase transfer. ATS units shall include by-pass isolation switches.

Each emergency generator shall have a panelboard which shall distribute the generator power as necessary. The ATS shall receive its primary power from the secondary of a transformer and the emergency power from the generator. The load side of the ATS shall serve an emergency switchboard located in the main electric room. Any fire pumps shall be connected to this panelboard, and shall have a control panel with an ATS for switching between the normal utility power and the emergency source of power.

The emergency switchboard shall serve emergency loads, such as the emergency MCC, emergency 480Y/277V distribution panelboards and an emergency 480Y-208Y/120V distribution transformer. The emergency transformer shall serve emergency 208Y/120V panelboards. Emergency 208Y/120V panelboard(s) shall be distributed throughout the building on every floor to serve the loads on that floor. The loads served by these panelboards shall be primarily the EPS duplex receptacles in each communication room (eight (8) 120V/20 amp outlets (four (4) in the LAN Room and four (4) in the Telephone Room)), the electrical rooms, the main electric room, the main mechanical rooms, the main communication vaults (two (2) 120V/20 amp outlets), the switch room (twenty-eight (28) 120V/20 amp outlets) and the MDF and MDF/UPS rooms (fourteen (14) 120V/20 amp outlets). These receptacles shall be colored red and contain integral neon lamps. The panelboards shall all be equipped with isolated ground bus bars, and all 120V receptacles located in communication rooms shall be an isolated ground type receptacle. The EPS shall be sized for, and shall include the primary distribution to, panelboards supporting lighting at the full levels required by this Lease in the following space: the Computer Facility, main communication vaults, switch room, MDF rooms and communications rooms. This emergency lighting shall be powered through EPS 480Y/277V panelboards connected to the emergency generator.

Primary distribution for the HVAC loads shall include wiring, switchgear and controls as required to connect the generators to the appropriate panelboards in each building. Primary distribution for the conditioned power shall include wiring, switchgear and controls as required to connect the generators to the power conditioning equipment and to supply conditioned power from the conditioning equipment to the panelboards in each building related to the main communication vaults, switch room, MDF rooms and communications rooms. Primary distribution from stand-by generators is in addition to the primary power distribution as required to support normal building loads.

In addition to the life safety system described above and in Section 7.10, the Lessor shall provide an information technology emergency power system ("ITEPS") with primary power distribution and stand-by capacity to support information technology equipment in the Computer Facility, main communication vaults, switch room, MDF rooms and communications rooms of all Buildings.

For the ITEPS in Building A, the Lessor shall provide two (2) TB 1670 Piller® power conditioning/UPS systems, located on the concourse level to supply power to the information technology equipment, plus a dedicated engine generator, located in the penthouse, to provide stand-by power for the 24-hour HVAC loads. Both systems (Piller® and dedicated engine generator) shall support loads in the Computer Facility, main communication vault, switch room, MDF rooms, and communication rooms of Building A. The fuel capacity for the engines fueling such systems shall provide power for a duration of seventy-two (72) hours at sixty percent (60%) of the engines' full rated fuel consumption. The Lessor shall provide additional space and infrastructure on the concourse level to allow for a third unit to be installed at a later date to support future loads. Spare capacity and circuit breakers shall be provided as part of the initial package to allow for the easy implementation of the third unit, should it become necessary. The physical layout of the power conditioning/UPS equipment shall be such that any component of the system can be removed and replaced without requiring demolition to the building. The use of removable wall panels shall be incorporated into the

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design. Lifting eyes and/or rails shall be provided to allow for the rapid repair of the power conditioning/ UPS modules.

Each Piller® system shall consist of an on-line, dual output, synchronous rotary continuous power system ("CPS") module, external maintenance bypass, remote annunciation panel, and all controls and accessories necessary for the equipment to function properly as a system. The CPS module shall include a control module with an integral dynamic energy storage module, a rotary power conditioner connected to a diesel engine through an overrunning clutch and engine mounted coupling, and an engine control panel. The CPS module shall provide at least 10 seconds ride through time to start the engine at rated load. Chemical batteries shall not be used to provide ride through time to start the engine, however, chemical batteries may be used to power the engine starters. The CPS modules shall be rated 1670kVA/1336 kW critical bus output and 1300 kVA /1040 kW essential bus output. The critical bus shall be a no-break system capable of supporting its connected load without interruption. The essential bus shall be allowed to have an open transition transfer between sources, however, the break in power delivery shall not exceed 20 seconds. The critical power distribution system shall be a single module design, with separate inputs for the critical bus and the essential bus. A paralleled configuration to meet the load requirements stated above is expressly prohibited. The essential bus shall provide redundancy to power the 24-hour HVAC loads. The Lessor shall provide distribution panels for both the critical and essential bus outputs from the power conditioning/UPS modules.

For the ITEPS in Buildings B/C/D/E, the Lessor shall provide power conditioning/UPS equipment to support all communications vaults, switch room, MDF rooms and communications rooms. The 24-hour HVAC for said rooms shall receive stand-by power from the Building EPS. The UPS equipment shall be as follows: Single-module, on-line static UPS equipment with two (2) strings of fifteen (15) minute chemical batteries, type VRLA, in matching enclosed cabinets. Each battery system shall have a dedicated D.C. switch to isolate the battery system from the bus for maintenance/repairs while the other battery system is available to support the connected load. The rating of the UPS equipment shall be a minimum of 225 kVA for Buildings B, C and D. Building E shall be provided with a UPS system of a minimum capacity of 300 kVA. All static UPS systems shall have external maintenance bypass panelboards and fully-rated static switches. The use of momentary duty static switches is not acceptable. The power source for the UPS systems shall be the utility source, with the EPS generator for each building serving as the back-up power source. Panelboards for these areas shall have hinged covers and inner protective barriers to allow for safe and easy access.

8.11.4. Electrical Rooms. Electrical rooms shall be provided by Lessor and distributed throughout the Buildings. Electrical rooms shall be located such that no wiring runs in the Leased space exceed the homerun lengths specified in Section 8.11.2, (ii) each electrical room shall stack vertically in the building, (iii) the Lessor shall physically separate all electrical rooms from communication rooms, and (iv) electrical rooms shall be accessible from public corridors or lobbies, and not via toilet rooms, storage rooms, janitor closets, or stairways. The electrical rooms are dedicated to contain power distribution equipment, fire alarm junction boxes and security systems. Electrical rooms shall provide spare space to house an additional panel and transformer equivalent to largest equipment configuration in the room. The Lessor shall provide an exhaust system for each electrical room.

In Buildings B/C/D/E, the location and the layout of the core area require two (2) electric rooms per floor. In Building A, the location and the layout of the core area requires four (4) electric rooms per floor. Electrical rooms shall be stacked vertically starting from the concourse level and continuing up through Level 10. The electric rooms shall be approximately 14' by 8' in size, and shall be a similar size for every floor. Additional electrical room(s) or electrical room space shall be provided by Lessor in Building A to support the Computer Facility.

The electrical rooms shall all be accessible from the corridor. All the electric rooms shall have doors which swing outward, if allowed by Applicable Law.

8.11.5. Lighting. The lighting system for Base Building Spaces shall provide and maintain at least the following lighting levels:

Space Type	Foot Candles
Public Corridors/Stairways	20
Emergency Lighting for Corridors/Stairways/Exit Passageways	1
Mechanical/Electric Rooms	20
Indoor Parking	10
Outdoor Parking	3
Exterior Building Entrances	5
Pedestrian Passageways and Congregation Areas	5
Main Communication Vaults, Switch Rooms, MDF Rooms, Communication Rooms	50
Emergency Lighting for Main Communication Vaults, Switch Rooms, MDF Rooms, Communication Rooms	12

The Base Building primary electrical system shall be sufficient to support a Fit-Out lighting level load of at least fifty (50) foot-candles in all portions of the Leased Premises (with lighting levels measured at worksurface locations 30" above the finished floor), unless a different lighting load is specified in a Joint Use Space requirement, and provided, however, in all general office spaces, there shall be sufficient Base Building primary electrical capacity to support additional Fit-Out task-based lighting to achieve up to one hundred (100) foot-candles at the work level.

For purposes of sizing the Base Building electrical system, the standard lighting in the space to be covered by the Fit-Out Allowance shall be provided by a high efficiency, electronic ballast, 2' x 2' fluorescent lay-in fixture with a deep cell parabolic louver. Exit signs shall be clear side-lite type fixture with unidirectional or bi-directional arrows, as required. Egress lighting shall include back-up power.

The lighting for Joint Use Spaces, such as the Cafeteria, Lobby and Fitness Center, shall be appropriate for the use of the area and selected to compliment the surrounding architecture. Lighting in areas such as mechanical and electrical rooms shall be accomplished through

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industrial fluorescent fixtures to provide a hazard free working area with sufficient light to facilitate work on equipment.

All Base Building Spaces shall utilize occupancy sensors to decrease energy consumption. Outdoor areas such as the outdoor Cafeteria seating area, landscape lighting and site lighting shall utilize photo cells for control of the lights.

8.11.6. Lighting Controls. The Lessor shall provide a programmable lighting control system ("PLCS") with the capability of supporting all Occupiable Space. The Lessor shall provide local switching interface capabilities and connections to the PLCS for all Base Building Spaces, and shall provide occupancy sensors for all Base Building Spaces other than lobbies and entry-level public corridors. The PLCS shall be interconnected to the BAS and EMCS.

8.12. Telecommunications, Data and Video.

8.12.1. Wire Distribution Design Criteria. The main communication vault, MDF room, and communication room design criteria shall comply with the then-current Commercial Building Standard for Telecommunications Pathways (EIA/TIA 569).

Lessor shall provide a telecommunications wireway between buildings consisting of twenty-four (24) 4" diameter PVC conduits, the underground portion of which is concrete encased duct banks routed through a manhole system. Each building will have a manhole from which eight (8) 4" conduits will enter the building and be routed to the MDF room. The manholes shall be installed as required to ensure that there are no more than two 90-degree bends between manholes, and the maximum distance between manholes shall be 500 feet. The entry duct bank(s) will be installed below the structural slab in Building A. In Buildings B, C, D and E the duct bank will transition to eight (8) 4" electrical mechanical tubing (EMT) conduits to be routed in the ceiling of the concourse level from the building entry point to the MDF room. The Lessor shall conceal the EMT conduits and pull boxes above a ceiling in both the concourse and utility tunnel at a minimum height throughout of 9'-0" above finished floor which cannot be reduced by bulkheads at any point. At Buildings A and E, the Lessor shall provide a USPTO manhole separate from the Verizon service manhole, an underground duct bank with eight (8) 4" diameter concrete encased PVC conduits connecting the manholes, and a combination of same sized underground duct bank and overhead EMT conduits routed from the USPTO manholes to the main communication vault located on the concourse level in the east wing of Building A and in Building E, respectively.

Lessor shall provide a voice, data and telephone (communications) wire distribution system which shall be composed of conduits and cable tray horizontally from the MDF room of each building to the communication rooms on the same level and then vertically through the communication rooms to the top level. The distribution system shall be of adequate capacity to support the Government telecommunications requirements as well as data, video, security, life safety and building automation systems for the general office and Joint Use Spaces. From the main communication vaults and switch room, the communications cables shall be distributed via a system of conduits, sleeves and cable trays. To the extent possible, the communications rooms shall be stacked vertically in the Buildings, so the communications cable shall rise through the building by conduit sleeves passing through the floor. Where

communication rooms do not stack vertically (i.e., not sufficiently overlapped to allow vertical sleeves between closets), Lessor shall provide eight (8) 4" conduits between the rooms on adjacent floors for communications cabling. Lessor shall provide two (2) 4" conduits between the communication rooms on every floor to allow interconnection of the communication rooms on the floor.

The backbone telecommunications wire distribution system shall also include a dedicated grounding system which shall connect to the electrical system ground only at the main service ground. The Lessor shall provide grounding consisting of telecommunications grounding busbars in communication rooms, main communication vaults, switch room and MDF rooms, telecommunications bonding backbone riser through the vertical risers and interconnecting bonding conductors at a minimum of every third floor to interconnect grounding busbars in different rooms on the same floor to meet EIA/TIA grounding standards and to provide a highly reliably ground point for the entire telecommunications system.

8.12.2. Main Communication Vaults and Switch Room. The Lessor shall provide two (2) 96 square foot main communication vaults for the entire Facility, one on the concourse level in the east wing of Building A and one on the concourse level of Building E (with the space for such main communication vaults to be incorporated into their respective MDF room) to support the Government incoming utility service for telecommunications. The Lessor shall provide a minimum of eight (8) 4" diameter concrete encased non-corrosive conduits with no more than two (2) 90° bends for the utility service to each communication vault. All conduit shall be located so as to minimize potential exposure to water and electromagnetic interference. Each vault shall be constructed of concrete masonry units with a structural floor live loading capacity of 150 lbs./SF. The Lessor shall recess the slab in the switch room to accommodate an 18" raised access floor and place ten (10) 4" diameter non-corrosive steel sleeves in the concrete masonry unit wall below the access floor (such access floor to be funded through the Fit-Out Allowance). The Lessor shall provide ten (10) 4" diameter conduits with no more than two 90° bends from the main communication vault on the concourse of the east wing of Building A to the switch room. All conduits shall be located so as to minimize potential exposure to water and electromagnetic interference.

Immediately adjacent to the MDF room and the Computer Facility on Level 3 of the east wing of Building A, the Lessor shall provide one (1) 1,500 square foot switch room for the entire Facility as shown on the Building Floor Plans. The switch room partitions shall be constructed with concrete masonry units (including sleeves of a type and number to be reasonably determined by the Government) with a 3/4" thick, fire-rated plywood finish on all interior walls. The Lessor shall provide vapor barriers on all external base building walls and slabs which define the envelope of the switch room. The switch room shall have a structural floor live loading capacity of 150 lbs./SF.

The Lessor shall provide in each main communication vault and switch room, primary electrical service to support 50 VA per square foot. Such electrical service shall be fed by the critical bus output of the power conditioning/UPS equipment as described in Section 8.11.3. In each main communication vault and switch room, the Lessor shall provide a separately zoned sprinkler system, with dedicated flow and tamper switches and alarms.

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8.12.3. Main Distribution Frame Room. The Lessor shall provide one (1) 600 square foot main distribution frame ("MDF") room on the concourse level in each Building (except that Building A shall have two (2) such MDF rooms). In Buildings B, C, D, and E, the Lessor shall provide an additional 300 square feet to the MDF room (a total of 900 square feet) to house the Lessor provided ITEPS power conditioning/UPS equipment. In Building E, Lessor shall provide an additional temporary 1,000 square feet to the MDF room for the interim data center. Lessor shall provide eight (8) 4" diameter non-corrosive conduits for connection between the MDF room in each Building and the 24 conduit campus wireway, with no more than two 90 degree bends, except for the MDF room in the west wing of Building A where ten (10) 4" conduits are required for the connection. The Lessor shall provide twelve (12) 4" diameter non-corrosive conduits below the floor slab to connect the MDF room in the west wing and the MDF room in the east wing of Building A. In each MDF, the Lessor shall provide primary electrical service to support 50 VA per square foot. Such electrical service shall be fed by the critical bus output of the power conditioning/UPS equipment as described in Section 8.11.3. In each MDF, the Lessor shall provide a separately zoned sprinkler system, with dedicated flow and tamper switches and alarms. The MDF room partitions shall be constructed with concrete masonry units with a 3/4" thick, fire-rated plywood finish on all interior walls. The Lessor shall provide vapor barriers on all external base building walls and slabs which define the envelope of each MDF room. The Lessor shall provide a structural floor live loading capacity of 150 lbs./SF.

The Lessor shall locate one additional MDF room adjacent (with all the attributes of an MDF room described in the preceding paragraph) to the Computer Facility in Building A to ensure cross connection for the inter and intra-building data distribution network. In the MDF room which is adjacent to the Computer Facility, the Lessor shall recess the slab to accommodate 18" raised access floor and place eight (8) 4" diameter non-corrosive steel sleeves in the concrete masonry unit wall below the access floor (such access floor to be funded through the Fit-Out Allowance).

8.12.4. Communication Rooms. The Lessor shall provide communication rooms for a vertical and horizontal wire distribution system capable of supporting the Government's technology for a telecommunications, data and video network as shown on the Building Floor Plans. These are the same communication rooms referenced in Section 8.12.1 above. Each communication room shall be at least 200 square feet in size and (i) shall include a local area network computer room (the "LAN Room") and an adjacent telephone room (the "Telephone Room"), each of the LAN Rooms and Telephone Rooms being approximately 100 square feet in size, (ii) shall be located at least two (2) on each floor containing Occupiable Space, (iii) shall be stacked vertically in each building or, in the event that rooms are fully offset between floors, the Lessor shall provide connection between floors by eight (8) 4" diameter conduits (four (4) connecting the offset LAN Rooms and four (4) connecting the offset Telephone Rooms) (iv) the Lessor shall provide eight (8) 4" diameter non-corrosive steel sleeves for vertical risers (four (4) in the LAN Room and four (4) in the Telephone Room) and eight (8) 4" diameter non-corrosive steel sleeves (four (4) in the LAN Room and four (4) in the Telephone Room) to the Lessor provided horizontal cable distribution apparatus on that floor, (v) if on a floor with a depressed slab, shall have a depressed slab of the same depth as the adjoining Occupiable Space, (vi) the Lessor shall construct with concrete masonry units with a 3/4" thick, fire-rated plywood finish on all interior walls, and (vii) the Lessor shall provide two (2) 4" diameter conduits for inter-connection with other communication rooms on the same

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floor. The Lessor shall provide vapor barriers on all external base building walls and slabs which define the envelope of each communications room. While each Telephone Room shall be part of the Base Building Spaces and shall not be part of the Occupiable Space, each LAN Room shall be Occupiable Space.

If allowed by Applicable Law, communication room doors shall swing outward, shall have one hundred eighty (180) degree hinges and shall have locksets. The Government shall retain sole control of all keys to communication rooms and shall have sole control over the same. The Government shall provide access to the Lessor in order for the Lessor to perform appropriate repairs and maintenance. In each communication room, the Lessor shall provide a separately zoned sprinkler system, with dedicated flow and tamper switches and alarms.

Lessor shall provide on the concourse level eight (8) 4" diameter conduits (4 to the Telephone Room and 4 to the LAN Room) from the MDF room to each communication room that initiates a stacked sequence of communication rooms.

8.12.5. Wire Distribution System. The Lessor shall provide either (i) in the floor, if there is a raised access floor system, or (ii) otherwise, in the hung ceiling plenum, a ladder-type cable raceway or other equivalent system as approved by the Government. The wire distribution system shall be designed to meet present and future user demands and must be planned for easy access, modification and expandability. The cable tray shall be sized based on the EIA/TIA standards, using approximately one (1) square inch of cross-sectional area of the tray per 100 square feet of usable floor space, assuming three (3) devices per workstation and one (1) workstation per 100 square feet, and shall have adequate capacity to support the data, video, security, paging, life safety and building automation system requirements of the Facility. The Lessor shall provide cable basket which shall extend from each communication room into the plenum space above the corridor that is adjacent and parallel to the core for the full length of the core. The Lessor shall provide in each communication room 16'-0"L x 18"W x 4"D cable ladder mounted at 8'-0" above finished floor. The Lessor shall provide in each main communication vault, switch room and MDF room a continuous loop of 18"W x 4"D cable ladder mounted at 9'-6" above finished floor and approximately 3' from the inside face of the wall to the nearest edge of the ladder.

The wire distribution system shall safely conceal all wiring, and be parallel, with physical separation for voice and data cables grouped side by side. Except as located within a space related to wire distribution (e.g., main communication vaults and switch room, MDF rooms and communication rooms), the wire distribution system shall consist of solid/sealed conduit and locked pull boxes wherever it passes through a Base Building Space (e.g., lobbies, public corridors, restrooms, mechanical rooms and electrical rooms.)

8.12.6. Cabling. While wire distribution systems and pathways are to be provided by Lessor as described in the preceding paragraphs of this Section 8.12, all cabling (telephone, data, video, etc.) and all associated equipment, except where such cabling and equipment are part of the Base Building, shall be part of the Fit-Out.

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8.13. Security Provisions.

8.13.1. Requirements. The Lessor shall provide a level of security which deters unauthorized entry to all Buildings during and after the Government's normal hours of operation, deters loitering, and deters disruptive acts in and around the Facility during the Government's normal hours of operation. The security system shall be flexible and have expandable capabilities, and shall not be labor intensive nor require extensive, highly-technical training. The security system shall be capable of integrating access controls, CCTV, alarm reporting, video imaging and parking controllers. The Lessor provided security shall include a 24-hour staffed, secured, on-site, central command center dedicated to the Facility. The security command center shall not be considered in the occupiable square feet calculations. The security provided by the Lessor shall comply with the requirements of Section 6.6.2.

The Lessor shall provide security which shall include active and passive monitoring of all perimeter areas, vehicle access points, parking facilities, pedestrian concourse, passageways and congregation areas, main entrances, loading docks, emergency exit egress and stairways, and shall be expandable to monitor all Joint Use Spaces. The Lessor shall provide electronic card access from the exterior of each building which, prior to installation, shall be coordinated with the Fit-Out installation of electronic card access and other security measures in the interior of each such building. Any keys to Base Building locksets shall be of a type which prevents unauthorized copying.

The proprietary protection system ("PPS") shall be a computerized security management system configured to monitor, control, and, where applicable, report the status of principal subsystems. The proprietary protection console ("PPC") shall be modular and consist of multiple, upright racks joined to form a single unit with ends and back enclosed with panels.

Protective devices shall be provided on all exterior doors. Door contacts on exterior doors and access to inter-building concourse level connections shall be surface-mounted, high security, balanced magnetic-read type contacts. If concealed wiring is not installed, wiring shall be installed in wiremold. Wiremold shall be painted to match adjacent surfaces. Exterior doors shall be protected with weatherproof, balanced magnetic-read type door contacts, if exposed to the elements. In addition, heavy-duty, surface mounted, balanced magnetic-read type magnetic door contacts shall be provided to each group of roll-up doors at loading docks.

Local duress alarms shall be provided at key public contact areas and in garages. Duress alarms shall report to the security command center.

Closed circuit television ("CCTV") shall be provided by Lessor. Monitoring shall be at entrances, monitored exits, vehicular entrances into parking garages, parking garage elevator cores, and loading docks. The CCTV systems shall be primarily for alarm assessment and access control automation purposes. All CCTV cameras shall be on real-time and time-lapsed video recorders, for deterrence as well as to aid post-incident investigations. Most exterior areas, especially vehicle routes close to the Facility, shall be video recorded. All necessary system wiring and devices required for a complete, operating CCTV system for shell building shall be provided. The CCTV system shall have the capability to accommodate up to fifty (50) cameras and fifteen (15) monitors for future expansions. The CCTV system shall interface with the alarm and intrusion detection system and be capable of recording alarm situations on

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a time-lapse VCR. All lighting required for CCTV camera locations provided as part of the Base Building shall be provided by the Lessor. Each camera shall be designed for use at low light levels. The camera shall have an auto iris lens and need a minimum scene illumination of .5 foot candles of light to function properly. Cameras for parking lot and perimeter surveillance shall have a motor-driven pan and tilt unit capable of three hundred sixty (360) degree movement in horizontal plane and be equipped with zoom lenses. All exterior cameras shall be equipped with Pan/Tilt/Zoom features. Loading dock cameras shall be equipped with an intercom so that remote door release can be provided. Exterior cameras shall be mounted on the building or pole mounted in dome enclosures so that the presence of a camera is undetectable. The camera and its accessories shall have an environmental housing and heater, sun and rain shield. A multiple control unit designed to control each camera shall be installed in the security command center console and be used to control the tilt, pan and zoom of all cameras. The PPC monitors shall be 20" color with capability to have multiple images split or quartered.

All exterior doors and access to inter-connecting passageways on the concourse level shall be capable of being key-locked during evenings, weekends and at other times the Facility is unoccupied. A very high security keying system shall be used. Duplicating the keys on a conventional machine shall be made difficult. A formal key control program or system shall be maintained. Critical entrances shall have electronic locking such as electromagnetic locks for fire egress exits. Any cover, panel, or mounting means of main panels shall be electrically supervised if it gives access to any relays, terminals, controls, or related components that might be subject to tampering, so that opening or removal shall result in an alarm or trouble signal.

The PPS shall be capable of producing color graphics that create single line schematic diagrams of managed systems with status, control and back-up text display for reviewing program steps. The PPS shall be designed to accommodate an additional five hundred (500) points for future expansion. The PPS shall be able to integrate signals from external sources into its monitoring function. Other sources shall include metal detectors, electronic surveillance systems, perimeter protection system, and other industrial supervision inputs. The PPS shall be a Grade A system in accordance with UL 1076. Different levels of computer access shall be provided, each with a unique software password.

The campus shall contain an operational control center ("OCC"), fire command center ("FCC"), security command center ("SCC") and a back-up control center ("BCC"). The OCC, FCC, and SCC shall be co-located provided the fire marshal does not object. BCC shall be provided in a different location. If permitted by Code, an elevator recall button shall be provided on the FCC to recall elevators to an alternate floor. This shall keep people from congregating on the first floor (lobby) in case of a fire or bomb threat.

The PPS shall be a multiplex wired system. The computer system shall have a CPU with automated tape back-up and shall be powered through a UPS system. Dedicated wiring shall be used for the system. The multiplex system shall provide complete supervision of each protective circuit. There shall be no loss or confusion of signals due to temporary outage of the connecting link between the console (PPC) and the protective circuits. The multiplex system order of priority signals shall be:

- fire alarm, smoke detectors, etc., and all industrial supervision where a risk of injury to persons, damage, or destruction of property may be involved
- holdup or duress alarm
- intrusion detection, including entry control system alarms
- fire alarm supervision
- burglar alarm supervision
- industrial supervision where a risk of injury to persons or damage or destruction of property shall not be involved

The PPC shall be designed for the installation of the following principal components:

- computer with back-up control processing unit (CPU)
- CRT with an associated keyboard
- teleprinter/printer
- color graphics display terminal
- closed circuit television (CCTV) system components
- communication system components

The color graphic display terminal shall be provided and installed by Lessor. This terminal shall, upon an alarm condition, display an associated color graphic floor plan. The color graphic display terminal shall have at least a 15" diagonal CRT with a high resolution RGB color monitor display. The terminal shall also have its own dedicated keyboard. It shall be designed to allow the system programmer to configure floor plans via the keyboard and a color graphic programming language. Configured floor plans shall be associated with specific alarm events.

The card readers shall be designed for the installation of the following principal components:

- all card readers shall be swipe-type or proximity type
- all card readers shall be micro-processor controlled with programmable functions
- all readers shall be encased in a durable, tamper resistant housing and designed for pedestal or wall mounting on the exterior of rooms to be accessed
- all readers shall have a normally open dry-contact

8.13.2. Additional Requirements. In any event, the Lessor's security measures shall ensure that each Building meets all GSA Security Criteria to produce a Protection Level of B for Crime and B for Terrorism, except as noted otherwise for specific rooms within such Buildings in the table below. The following sections of the GSA Security Criteria are modified and/or supplemented as noted:

3.A.8 Surface Finishes and Signage in Parking Facilities - Walls which are not painted shall be constructed of light colored materials to the extent practical.

3.B.5 Loading Docks and Shipping and Receiving Areas - Where hardening is employed in lieu of a 50' standoff, hardening shall be designed to withstand a blast equivalent to approximately ten (10) pounds of TNT.

3.B.8 Stairwells - As shown on the Building Floor Plans.

3.D.2 Child Care Center, Location Within the Facility - Filled, reinforced masonry walls or equivalent are considered sufficient compensating blast measures, where child care facilities are within 100' of loading docks, unscreened parking, etc.

4.B.1 Progressive Collapse - For the purposes of designing for progressive collapse, the Government Facility may be assumed to have no defined threat. Therefore, the Facility shall be designed for the loss of one primary vertical load bearing member at the building perimeter for the first two floors above grade without progressive collapse. The criteria for explosions in uncontrolled public space also apply. There are no uncontrolled public spaces in the Leased Premises.

4.B.5 Exterior Glazing - This criteria shall only apply to windows in public lobbies and the Child Care Center.

4.B.7 Interior Glazing - This criteria shall only apply to interior glazing which is accessible before a security check point.

6.A Service and Distribution - For the purposes of the Government Facility, the principle requirement related to emergency power is that the service be protected from public access throughout the system, i.e., all emergency power service is contained in secured ductbank/conduit where it runs through exterior/public space, generators and fuel supplies are restricted from public access.

8.D.2 Intrusion Detection - Glass-break sensors are not required if CCTV monitoring is provided for all of the ground floor perimeter of the Buildings.

The following table sets forth the GSA security protection level ascribed to each of the designated areas of consideration within the Facility:

ROOMS/SPACES OF CONSIDERATION	GSA PROTECTION LEVEL	
	CRIME	TERRORISM
Multi-Purpose Room	A	A
Computer Facility ⁽¹⁾	C	D
Fitness Center	A	A
Cafeteria	B	A
Health Unit	A	A
Building Conference Centers	A	A
License & Review	C	C
Main Communications Vaults ⁽¹⁾	C	D
Main Distribution Frame Rooms ⁽¹⁾	C	D
Switch Rooms ⁽¹⁾	C	D
Electrical/Telephone/LAN Rooms ⁽²⁾	B	C
Emergency Power ⁽²⁾	A	C

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NOTES: (1) Spaces noted shall comply with Security Criteria 2.E for Parking (to the extent commercially practicable) and, if located on a perimeter wall, shall conform with Security Criteria 4.B.4 and 4.B.5 for Exterior Cladding and Exterior Glazing. Emergency power which serves the spaces noted shall be installed such that it is inaccessible to the public throughout the delivery path. The emergency power system shall be exercised periodically and the procedures for same shall be contained in the Lessor's operations and maintenance plan. None of the spaces noted may be located immediately under spaces with significant water usage (e.g., kitchens, bathrooms, showers, exterior space).

(2) None of the spaces noted may be located immediately under spaces with significant water usage (e.g., kitchens, bathrooms, showers, exterior space).

8.14. Signage and Graphics Program. In addition to the exterior signage described in Section 8.4.9, the Lessor shall provide a secondary signage and graphics system, integrated with the architectural design details and finishes of the Facility, to orient and guide the public from the Facility access points to and from each Joint Use Space, major building functions, and each elevator lobby. The secondary signage system shall include identification for specific areas within the public corridors and building core elements (e.g., toilet rooms, mechanical rooms, and electrical rooms). The Lessor shall provide signage and labeling for all Base Building mechanical, Base Building instrumentation and Base Building control systems. The Lessor shall coordinate with the Government during the design and construction of the Fit-Out over the location, style, details and finishes of all interior signage and labeling. All public signage shall comply in all respects to the ADA and UFAS.

The Lessor shall provide an interactive display directory in the ground floor lobby of each of the Buildings. Such directories shall provide clear and easily understood directions and information. A signage and graphics design program coordinated with the lobby directories shall be developed by the Lessor, in conjunction with the Government, for the Occupied Spaces that will be easily adaptable to changing names of functions and occupants. The signage and graphic design program shall address main lobby signage, main lobby directory, which shall be an interactive display, base building signs, fire department and emergency signs and notices as well as identification signs for room functions and/or staff names. All signage in the Occupiable Space shall be Fit-Out.

8.15. Base Building Joint Use Requirements. The following areas are intended for the use of all Government employees and, in some instances, members of the general public. Therefore, these spaces have been designated and will be referred to in this Lease as "Joint Use Space(s)":

- Multi-Purpose Room
- Computer Facility
- Child Care Center
- Fitness Center
- Cafeteria
- Health Unit
- Building Conference Centers
- Storage Room
- Public Search Facility

- Receiving Areas
- Training Facility

This section and the following Sections 8.15.1 through 8.15.12 of this Lease identify the space-specific Base Building Joint Use Requirements for each of these twelve (12) Joint Use Spaces. These space-specific Base Building Joint Use Requirements supplement and only to the extent inconsistent, supersede those generic Base Building Standard Requirements set forth at Sections 8.1 through 8.12 above.

While all of the Facility shall comply with the ADA and UFAS, the Lessor should note the many specific ADA and UFAS requirements applicable to certain Joint Use Spaces. The Lessor should consider hiring a specialty consultant to confirm its conformance with all ADA and UFAS requirements for such spaces, as well as the remainder of the Facility.

The Base Building requirements for the Joint Use Spaces include (i) the Base Building Standard Requirements (contained in the foregoing Sections 8.1 through 8.12), to the extent not superseded by the space-specific Base Building Joint Use Requirements set forth herein, and (ii) as to each of the Joint Use Spaces, the following:

- mechanical rooms and other support utility spaces that meet all Base Building Standard Requirements set forth above in this Article VIII, and which are in each case, of sufficient capacity and located properly so as to support the functions of each Joint Use Space; no such mechanical or support space shall be included in the calculation of the occupiable square footage required for each Joint Use Space
- all utilities, mechanical and fire protection systems to the perimeter of each Joint Use Space, including interface capabilities to the primary building systems, as applicable
- servicing, isolation and bypass devices for all major systems, to the extent described below in Sections 8.15.1 through 8.15.12 for each Joint Use Space
- where separate exhaust systems are required in this Section 8.15 for any Joint Use Space, the Lessor shall provide riser ductwork, with the balance of such system being constructed from the Fit-Out Allowance; for exhaust system riser sizing information, the Lessor shall refer to the POR attached as revised Schedule 5.2.1
- where separate plumbing systems are required in this Section 8.15 for any Joint Use Space, the Lessor shall provide riser piping, with the balance of such system being constructed from the Fit-Out Allowance; for plumbing riser sizing information, the Lessor shall refer to the POR attached as revised Schedule 5.2.1

Joint Use Space Locations. The Joint Use Spaces shall be located in:

Building A

Cafeteria	Concourse (west)
Training Facility	Level 2 (west)
Computer Facility	Level 3 (east and west)
Multi-Purpose Room	Concourse (Atrium)
Public Search Facility	Level 1 & 2 (east)

Building B

Fitness Center	Level 1
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Building Conference Center Level 1

Building C

Child Care Center Level 1

Health Unit Level 1

Mail Room Concourse

Building Conference Center Level 1

Building D

Building Conference Center Level 1

Storage Room Concourse

Building E

Building Conference Center Level 1

All Buildings

Receiving Areas Level 1 or Concourse

8.15.1. Multi-Purpose Room.

Function: Government assembly and public functions.

Space Requirement: Approximately 10,000 square feet

Location/Adjacency: Space for the Multi-Purpose Room shall be located on the concourse level of Building A Atrium.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Within shell space, a minimum of 6,600 square feet of level-floor, column-free space to accommodate the seating area and to provide a clear line of sight to a stage. Within shell space, capability to accommodate a typical ceiling height of 16'-0", with a minimum of 13'-6" at structural beams and side aisles.

Full width, operable glass wall at south end to allow the room to open to the Atrium.

The Multi-Purpose Room shall be accessible from the loading dock.

Adequate fire egress exiting capacity for assembly type space.

(b) **Mechanical:** An independent HVAC system, necessary servicing and isolation devices and all secondary air distribution, meeting Code for assembly classification and zoned for 24-hour operation.

Riser ductwork that can accommodate an exhaust system to building exterior.

(c) **Electrical:** Additional electrical capacity sufficient for special stage and theatrical lighting and audiovisual infrastructure.

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(d) **Plumbing:** Riser piping that can accommodate a plumbing system within this Joint Use Space.

8.15.2. Computer Facility.

Function: Main computer room. The Computer Facility is a 24 hour per day operation and requires redundant support systems, as set forth below, to maintain operational capacity at all times.

Space Requirement: A total of approximately 78,000 square feet.

Location/Adjacency: The Computer Facility shall be located in above-grade space on the third level of both wings of Building A. The Computer Facility shall have proximity to a service elevator which is served by a receiving dock. Lessor shall provide sixty-seven thousand dollars (\$67,000) to be used to produce windowless space.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Sealed (dust-proof) recessed slab to accommodate 18" raised access floor. The portion of the slab directly above the Computer Facility sealed against water penetration and free of core drills, holes and other penetrations (not including elevators, stairs and shafts) that may permit the passage of water.

Capability to accommodate ceiling height of 10'-0" clear above the finished access floor. Floor slab that can accommodate slab-to-slab concrete masonry partitions at perimeter walls of this Joint Use Space.

Ceiling plenum of a minimum of 12" measured from the finished ceiling to the bottom of the lowest structural obstruction above the finished ceiling.

Structural live load capacity of 150 lbs./SF.

(b) **Mechanical:** An independent, 24-hour chilled water HVAC system (not including distribution) that will condition all of the Occupiable Space in the Computer Facility, using computer room air conditioning (CRAC) units (one additional redundant unit for each four units required by design loads), with servicing and isolation devices to the extent necessary (i) to maintain $68^{\circ}\text{F} \pm 2^{\circ}\text{F}$ temperature and $45\% \pm 5\%$ relative humidity year round, and (ii) to support tenant equipment loads of 154 BTU per square foot per hour and cooling load for UPS batteries. Secondary air distribution shall be provided within the raised floor which shall be provided as part of the Fit-Out.

Riser ductwork that can accommodate an exhaust system (to building exterior).

Any sump pumps associated with the Computer Facility shall be a triplex type.

INITIALS:

Piping or ductwork which is not supplying the Computer Facility shall not pass through such Computer Facility space, including floor and ceiling plenums.

(c) **Electrical:** All ITEPS equipment for the Computer Facility shall be located within the building that houses the Computer Facility and arranged within the equipment room(s) such that each piece is easily removable from the building without performing destructive work to the building. See Section 8.11.3 for a description of the ITEPS. The equipment room shall not be located below plumbing drain lines or water lines, or on floors more than one floor below street level. All floor-standing electrical equipment shall be installed on 4 inch concrete housekeeping pads.

Individual grounding connection to a wall mounted isolated copper ground bus bar. This grounding bar shall be individually and directly connected to the grounding loop for the building that houses the Computer Facility. Said building shall have a low ohmic rated grounding system of 3 ohms or less.

(d) **Plumbing:** No supplemental to Base Building Standard Requirement.

(e) **Fire Protection:** A separately zoned sprinkler system, with dedicated flow and tamper switches and sprinkler system alarms.

8.15.3. Child Care Center.

Function: Child care center.

Space Requirement: Approximately 17,300 square feet to house 148 children and the appropriate number of staff.

Location/Adjacency: Space for the Child Care Center shall be located on Level 1 of Building C.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Design and construction of dedicated short-term parking for twenty (20) vehicles for pick-up and drop off of children in the east parking garage.

One shall be able to enter the child care facility off the lobby of Building C. The east parking garage shall be located next to Building C and shall afford direct access to the Child Care Center via a covered pedestrian bridge.

A secured, adjacent outdoor play yard complying with local permitting and licensing requirements and with the requirements of the GSA Child Care Center Design Guide, and having a dedicated elevator and stair access to the Child Care Center and proper drainage for surface runoff. The play yard shall be located remote from service drives, service docks, mechanical equipment, electrical service equipment, any exhausts, and the Main Entrance (remoteness may be created by either physical distance or effective intervening barriers). The play yard shall be excluded from the

INITIALS:

calculation of both rentable and occupiable square footage. The play yard shall be screened from the streets by structures and/or landscaping and shall be enclosed with attractive and secure fencing. Play yard equipment shall be provided as part of the Fit-Out.

Maximize use of exterior views, natural lighting and surrounding topography.

(b) **Mechanical:** Mechanical system upgrades (located in this Joint Use Space) that will deliver (through branch and secondary distribution systems within the Child Care Center as part of the Fit-Out) 75-78 degree F temperature in the heating season measured at 3' above the floor and that will maintain 50% ± 10% relative humidity year round.

Riser ductwork that can accommodate an exhaust system (to building exterior) for kitchen, toilets, diapering area and janitor closets.

(c) **Electrical:** Provide exterior lighting for the security of the playground and entrances.

(d) **Plumbing:** Provide separate playground restroom within the security perimeter of the Child Care Center on the concourse level of Building C. Riser piping that can accommodate necessary plumbing within this Joint Use Space.

8.15.4. Fitness Center.

Function: Employee fitness center.

Space Requirement: Approximately 15,200 square feet

Location/Adjacency: Space for the Fitness Center shall be located on Level 1 of Building B.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Capability to accommodate ceiling height of 12'-0" clear above the finished floor.

Within shell space, a minimum of 1,800 square feet of column-free space for the aerobics rooms.

Floor slab that can accommodate slab-to slab concrete masonry partitions at perimeter walls of the Fitness Center.

(b) **Mechanical:** An independent HVAC system including, without limitation, a separate AHU for this space, with servicing and isolation devices. Secondary air distribution shall be provided as part of the Fit-Out.

Riser ductwork that can accommodate an exhaust system (to building exterior) for toilets and locker rooms.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

(d) **Plumbing:** Riser piping that can accommodate necessary plumbing within this Joint Use Space.

8.15.5. Cafeteria.

Function: Commercial food service facility to support building occupants and visitors that will serve as a large conferencing facility during off hours.

Space Requirements: Approximately 18,700 square feet

Location/Adjacency: Space for the Cafeteria shall be located on the concourse level of Building A. Public access to the Cafeteria shall be from the Atrium. Entrance and egress for the seating area shall be at the north end of the Atrium. The Cafeteria receiving areas shall be near the west loading dock of Building A.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Capability to accommodate ceiling height of 12'-0" clear above the finished floor.

Floor slab that can accommodate slab-to slab concrete masonry partitions at perimeter of Cafeteria and throughout the kitchen and servery.

Recessed floor slab to accommodate quarry tile installation.

Approximately 6,000 square feet of outdoor seating area to accommodate 200 people in an area consisting of seventy percent (70%) eating and thirty percent (30%) landscaping. Furniture in this outdoor area shall not be provided by Lessor. The outdoor seating area shall be excluded from the calculation of both rentable and occupiable square footage.

(b) **Mechanical:** An independent HVAC system including, without limitation, separate AHU(s) for this space, with servicing and isolation devices supporting: (i) a minimum occupancy load of one person per 25 square feet of occupiable Cafeteria space and (ii) the mechanical and electrical heat loads of the kitchen and servery. Secondary air distribution shall be provided as part of the Fit-Out.

Riser ductwork, located within the building core, that can accommodate an exhaust system (to building exterior) for kitchen, toilets and serving area.

(c) **Electrical:** Additional electrical capacity sufficient to support all special power requirements for the kitchen and servery.

INITIALS:

Exterior lighting for evening functions.

(d) **Plumbing:** Riser piping that can accommodate necessary plumbing within this Joint Use Space.

8.15.6. Health Unit.

Function: Health Unit for Government employees.

Space Requirement: Approximately 3,000 square feet

Location/Adjacency: Space for the Health Unit shall be located at Level 1 of Building C, adjacent to the Child Care Center.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** No supplement to Base Building Standard Requirements.

(b) **Mechanical:** Riser ductwork that can accommodate an exhaust system (to building exterior) for toilets, clean and dirty utility storage, bed resting and janitor closets.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

(d) **Plumbing:** Riser piping that can accommodate necessary plumbing within this Joint Use Space.

8.15.7. Mail Room.

Function: Central point for receipt and distribution of mail.

Space Requirement: Approximately 5,000 square feet

Location/Adjacency: Space for the central Mail Room shall be located on the concourse of Building C proximate to the loading docks, the service elevators, and the service tunnel to Building E.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Floor slab that can accommodate slab-to-slab concrete masonry partitions at perimeter walls of this Joint Use Space.

(b) **Mechanical:** No supplement to Base Building Standard Requirements.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

INITIALS: 

(d) **Plumbing:** No supplement to Base Building Standard Requirements.

8.15.8. Building Conference Centers.

Function: Large rooms for meetings/conferences.

Space Requirement: Approximately 2,300 square feet in each of Buildings B, C, D and E.

Location/Adjacency: Level 1, adjacent to entry lobby and restrooms.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Capability to accommodate minimum ceiling height of 10'-0" clear above the finished floor.

(b) **Mechanical:** HVAC capacity that meets Code for assembly classification.

Riser ductwork that can accommodate an exhaust system to building exterior.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

(d) **Plumbing:** No supplement to Base Building Standard Requirements.

8.15.9. Storage Room.

Function: Warehouse.

Space Requirement: Approximately 6,000 square feet

Location Adjacency: Space for the Storage Room shall be located in Building D concourse. The space shall be proximate to the loading dock and easily accessible to the service elevators serving Building D and to the concourse walkway which shall provide enclosed conditioned access to all the Campus buildings.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Floor slab that can accommodate slab-to slab concrete masonry partitions at perimeter walls of the Storage Room.

Floor loading capacity of 150 lbs./SF live load.

(b) **Mechanical:** No supplement to Base Building Standard Requirements.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

(d) **Plumbing:** No supplement to Base Building Standard Requirements.

8.15.10. Public Search Facility.

Function: Research library. Storage of patent and trademark data for access by the general public and Government personnel.

Space Requirement: Approximately 118,000 square feet

Location/Adjacency: The Public Search Facility shall be located in Level 1 of both wings of Building A and Level 2 of the east wing of Building A. Public access to the Public Search Facility shall be at Level 1.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Separate interior entrance(s) off the main entrance of the Facility, consistent with adjacent architectural treatment.

All space with live floor loading capacity of 150 lbs./SF. Space can be located on multiple contiguous levels.

All space shall have the capability to accommodate minimum ceiling height of 11'-0" above finished floor.

A dedicated passenger elevator shall shuttle searchers and search room employees between Level 1 and Level 2 at the east wing of Building A.

A monumental stairway connecting the two levels of the east wing of Building A.

A two-story volume created by a large opening in the Level 2 floor slab adjacent to the monumental stairs. This opening in the floor will be secured with a glass and stainless steel handrail.

Recessed slab that can accommodate 6" raised access floor on Level 2 of the east wing of Building A.

(b) **Mechanical:** An independent HVAC system including, without limitation, separate AHU(s) and controls for this space, with servicing and isolation devices capable of maintaining 50% \pm 10% relative humidity year round. Secondary air distribution shall be provided as part of the Fit-Out.

Riser ductwork that can accommodate an exhaust system to building exterior for toilet rooms.

(c) **Electrical:** Supplemental capacity for 488 search carrels with telephone/data outlets and power for personal computers and carrel task lighting.

Balance of Public Search Facility requires no supplement to electrical Base Building Standard Requirements.

(d) **Plumbing:** No supplement to Base Building Standard Requirements.

8.15.11. Receiving Area(s).

Function: Small areas off loading dock area for temporary staging.

Space Requirement: Approximately 500 square feet in each Building, not to exceed 3,000 square feet total.

Location/Adjacency: Space for Receiving Areas shall be adjacent to loading dock area in each offered building, proximate to service elevator, as shown on the Building Floor Plans.

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Capability to accommodate ceiling height of 12'-0" clear above the finished floor.

Floor slab that can accommodate slab-to-slab concrete masonry partitions at perimeter walls.

Minimum structural live load capacity of 150 lbs./SF.

(b) **Mechanical:** No supplement to Base Building Standard Requirements.

(c) **Electrical:** No supplement to Base Building Standard Requirements.

(d) **Plumbing:** No supplement to Base Building Standard Requirements.

8.15.12. Training Facility.

Function: Employee training and conferencing.

Space Requirement: Approximately 44,000 square feet

Location/Adjacency: Building A, Level 2 (west tower).

Requirements: The Lessor shall provide the following:

(a) **Architectural:** Recessed slab to accommodate 6" access floor.

Capability to accommodate ceiling height of 12'-0" clear above finished access floor.

(b) **Mechanical:** An independent HVAC system that meets Code for assembly classification. Secondary air distribution shall be provided as part of the Fit-Out.

(c) **Electrical:** Electrical systems providing at least twice the Base Building Standard Requirements for electrical capacity.

(d) **Plumbing:** Riser piping that can accommodate necessary plumbing within this Joint Use Space.

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CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief each officer, employee, agent, representative, and consultant of [Name of Lessor] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

[signature of the officer or employee responsible for the modification proposal and date]

[typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Lessor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Lessor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Lessor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Lessor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Lessor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this Section is a material representation of fact upon which reliance will be placed in executing the modification.

(b) (6)

9.24. Price Adjustment for Illegal or Improper Activity.

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may reduce Service Agreement Rent for each month of the remaining term of the Lease, including any option periods, and/or draw on the Service Reserve Account.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the HCA or designee, but not less than thirty (30) days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The HCA or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this Lease, as the same may be limited by the terms of this Lease.

9.25. Price Reduction for Defective Cost or Pricing Data.

(a) If any price, including profit or fee, negotiated in connection with this Lease (but not including the Rent), or any cost reimbursable under this Lease, was increased by any significant amount because (i) the Lessor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in a Certificate of Current Cost or Pricing Data, (ii) a subcontractor or prospective subcontractor furnished the Lessor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (iii) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any cost reduction under paragraph (a) of this Section due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (i) the actual subcontract or (ii) the actual cost to the Lessor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Lessor; provided, that the actual subcontract price was not itself affected by defective cost pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this Section that a price or cost reduction should be made, the Lessor agrees not to raise the following matters as a defense:

(i) The Lessor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Lessor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Lessor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this Section, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a cost reduction if--
- (A) The Lessor certifies to the Contracting Officer that, to the best of the Lessor's knowledge and belief, the Lessor is entitled to the offset in the amount requested; and
 - (B) The Lessor proves that the cost or pricing data were available before the date of agreement on the price or cost in question and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
- (A) The understated data was known by the Lessor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (B) The Government proves that the facts demonstrate that the cost or price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (d) If any reduction in a cost or price under this Section reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Lessor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Lessor to the date the Government is repaid by the Lessor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Lessor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(b) (6)

9.26. Proposals for Adjustment.

(a) The Contracting Officer may, from time to time during the term of this Lease, require changes to be made in the work or services to be performed and in the terms or conditions of this Lease, provided, however, no such change shall cause a reduction in the amount of Base Rent. Such changes will be required under Section 9.27.

(b) If the Contracting Officer makes a change within the general scope of the Lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds Twenty-Five Thousand Dollars (\$25,000). The proposal, including all subcontractor work, will contain at least the following details--

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1)--

- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);
- (2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds the threshold for submission of cost or pricing data must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and
- (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

(d) Lessor shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

INITIALS
(b) (6)

9.27. Changes.

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or
- (4) Amount of space (with the consent of the Lessor).

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this Lease, whether or not changed by the order, the Contracting Officer shall modify this Lease to provide for one or more of the following:

- (1) A modification of the delivery date;
- (2) An equitable adjustment in the Service Agreement Rent rate; or
- (3) A lump sum equitable adjustment.

(c) The Lessor shall assert its right to an adjustment under this Section within thirty (30) days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes Section. However, nothing in this Section shall excuse the Lessor from proceeding with the change as directed.

Absent such written change order, the Government shall not be liable to Lessor under this Section.

The Government acknowledges that its rights under this Section to direct a change shall in no event cause a reduction in the Base Rent.

9.28. Examination of Records by GSA. The Lessor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of three (3) years after final payment under this Lease, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Lessor involving transactions related to this Lease or compliance with any clauses thereunder. The Lessor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this Section excludes (i) purchase orders not exceeding

One Hundred Thousand Dollars (\$100,000) and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

9.29. Disputes.

(a) This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this Section.

(c) "Claim," as used in this Section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A written demand or written assertion by the Lessor seeking the payment of money exceeding One Hundred Thousand Dollars (\$100,000) is not a claim under the Act until certified as required by subparagraph (d)(2) of this Section. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this Section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this Lease, submitted within six (6) years after accrual of the claim, to the Contracting Officer for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Contracting Officer.

(2) (i) Lessor shall provide the certification specified in subparagraph (d)(2)(iii) of this Section when submitting any claim--

(A) Exceeding One Hundred Thousand Dollars (\$100,000); or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my

knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

(e) For Lessor claims of One Hundred Thousand Dollars (\$100,000) or less, the Contracting Officer must, if requested in writing by the Lessor, render a decision within sixty (60) days of the request. For Lessor-certified claims over One Hundred Thousand Dollars (\$100,000), the Contracting Officer must, within sixty (60) days, decide the claim or notify the Lessor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) If the claim by the Lessor is submitted to the Contracting Officer or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use ADR. If the Lessor refuses an offer for ADR, the Lessor shall inform the Contracting Officer, in writing. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique mutually agreed upon by the Government and the Lessor to handle a claim in accordance with the ADRA, the claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this Section, and executed in accordance with subparagraph (d)(3) of this Section.

(h) The Government shall pay interest on the amount found due and unpaid from (i) the date that the Contracting Officer receives the claim (certified if required); or (ii) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Lessor shall proceed diligently with performance of this Lease pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9.30. Asbestos and Hazardous Waste Management. The certifications made by the Lessor regarding asbestos and hazardous waste management contained in the representation and certification provisions of this Lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), state, and local regulations and guidance. Alternatively, the Government may, by

contract or otherwise, perform the abatement or mitigation work and deduct the resulting costs, including all administrative expenses, and tenant interruption costs, if any, from the Service Agreement Rent and/or request reimbursement from the Service Reserve Account.

9.31. Equal Opportunity.

(a) If, during any twelve (12) month period (including the twelve (12) months preceding the award of this Lease), the Lessor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of Ten Thousand Dollars (\$10,000), the Lessor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Lessor shall provide information necessary to determine the applicability of this Section.

(b) In performing this Lease, the Lessor agrees as follows:

(1) The Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Lessor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Lessor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this Section.

(4) The Lessor shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Lessor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Section, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Lessor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Lessor shall furnish to the Contracting Officer all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within thirty (30) days following the award, unless filed within twelve (12) months preceding the date of award.

(8) The Lessor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs ("OFCCP") for the purpose of investigation to ascertain the Lessor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Lessor is not in compliance with this Section or any rule, regulation, or order of the Secretary of Labor, the Lessor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended, and Tenant shall be entitled to an offset from Service Agreement Rent and/or the Service Reserve Account. In addition, subject to the terms and conditions of this Lease, sanctions may be imposed and remedies invoked against the Lessor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Lessor shall include the terms and conditions of subparagraph (b)(1) through (11) of this Section in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Lessor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Lessor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this Lease, disputes relative to this Section will be governed by the procedures in 41 CFR 60-1.1.

9.32. Affirmative Action for Special Disabled and Vietnam Era Veterans.

(a) Definitions.

"Appropriate office of the state employment service system," as used in this Section, means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Lessor's organization," as used in this Section, means employment openings for which no consideration will be given to persons outside the Lessor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Lessor proposes to fill from regularly establish "recall" lists.

"Employment openings," as used in this Section, includes full-time employment, temporary employment of over three (3) days, and part-time employment, but does not include (i) executive and top management positions, (ii) positions that will be filled from within the

Lessor's organization or under a customary and traditional employer-union hiring arrangement, or (iii) openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Lessor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Lessor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Lessor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the state employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including ones not connected with performing this Lease. A corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of Ten Thousand Dollars (\$10,000) or more shall also list all their openings with the appropriate office of the state employment service.

(3) The listing of employment openings with the state employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of

veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Lessor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Lessor becomes contractually bound to the listing terms of this Section, it shall advise the state employment service system, in each state where it has establishments, of the name and location of each hiring location in the state. As long as the Lessor is contractually bound to these terms and has so advised the state system, it need not advise the state system of subsequent contracts. The Lessor may advise the state system when it is no longer bound by this Lease Section.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This Section does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this Section do not apply to openings that the Lessor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Lessor agrees to post employment notices stating (i) the Lessor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Lessor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Lessor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) **Noncompliance.** If the Lessor does not comply with the requirements of this Section, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) **Subcontracts.** The Lessor shall include the terms of this Section in every subcontract or purchase order of Ten Thousand Dollars (\$10,000) or more unless exempted by rules, regulations, or orders of the Secretary. The Lessor shall act as specified by the Director to enforce the terms, including action for noncompliance.

9.33. Affirmative Action for Handicapped Workers.

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Lessor shall not discriminate against any employee or applicant because of physical or mental handicap. The Lessor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

(1) The Lessor agrees to post employment notices stating (i) the Lessor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Lessor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Lessor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) **Noncompliance.** If the Lessor does not comply with the requirements of this Section, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) **Subcontracts.** The Lessor shall include the terms of this Section in every subcontract or purchase order in excess of Two Thousand Five Hundred Dollars (\$2,500) unless exempted by rules, regulations, or orders of the Secretary. The Lessor shall act as specified by the Director to enforce the terms, including action for noncompliance.

9.34. Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.

(a) The Lessor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this Section shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this Section. Lessor may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Lessor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this Section shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C.

2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Lessor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) The Lessor shall include the terms of this Section in every subcontract or purchase order of Ten Thousand Dollars (\$10,000) or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

9.35. Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.

(a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Lessor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Lessor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or designee of the Lessor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor,
- (2) The Lessor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
- (4) The systems and procedures the Lessor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9.36. Subcontractor Cost or Pricing Data.

(a) Unless obtained through use of competitive procedures acceptable in writing to the Contracting Officer, before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or

the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Lessor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

(b) The Lessor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this Section were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), when entered into, the Lessor shall insert either--

(1) The substance of this Section, including this paragraph (c), if paragraph (a) of this Section requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data--Modifications.

9.37. Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its Prime Contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Lessor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Lessor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Lessor's compliance with this Section.

(c) As used in this Lease, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (i) which is at least fifty-one percent (51%) unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is unconditionally owned by one or more socially and

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economically disadvantaged individuals; and (ii) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least fifty-one percent (51%) unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Lessor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. The Lessor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term "small business concerns owned and controlled by women" shall mean a small business concern (i) which is at least fifty-one percent (51%) owned by one or more women, or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more women, and (ii) whose management and daily business operations are controlled by one or more women; and

(e) The Lessor acting in good faith may rely on written representations by its subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

9.38. Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan. Lessor covenants and agrees to comply with its Small Business, Small Disadvantaged Business and Small Women-Owned Business Subcontracting Plan, attached hereto as Schedule 9.42.

In order to effectively implement this plan to the extent consistent with efficient contract performance, the Lessor shall perform the following functions:

- (1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Lessor's lists of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.

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- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Lessor's subcontracting plan.

The failure of the Lessor or subcontractor to comply in good faith with (i) Section 9.37 in this Lease or (ii) an approved plan required by Section 9.38, shall be a material breach of the contract.

9.39. Liquidated Damages/Subcontracting Plan.

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this Section, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under Section 9.38 in this Lease or willful or intentional action to frustrate the plan.
- (b) If, at contract completion, the Lessor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this Section that the Lessor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with Section 9.38 in this Lease, the Lessor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Lessor's failure to comply, shall be an amount equal to the actual dollar amount by which the Lessor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Lessor has failed to make such good faith effort, the Contracting Officer shall give the Lessor written notice specifying the failure and permitting the Lessor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Lessor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Lessor pay the Government liquidated damages as provided in paragraph (b) of this Section.
- (d) The Lessor shall have the right of appeal, under Section 9.29 in this Lease from any final decision of the Contracting Officer.
- (e) Liquidated damages shall be in addition to any other remedies that the Government may have, which shall include the right to offset Service Agreement Rent, but specifically does not include any right to offset Base Rent.

9.40. Lessor Certifications. Lessor hereby makes to the Government the representations and certifications set forth in Schedule 9.44 (GSA Form 3518) attached hereto and made a part hereof, with each page thereof initialed and with the appropriate boxes checked or marked by the Lessor.

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BEGINNING OF THIS LEASE AGREEMENT.]

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BEGINNING OF THIS LEASE AGREEMENT.]**

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